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City of Stockton

8 UNITED STATES BANKRUPTCY COURT
9 EASTERN DISTRICT OF CALIFORNIA
10 SACRAMENTO DIVISION

11 In re:
12 CITY OF STOCKTON, CALIFORNIA,
13 Debtor.
14

Case No. 2012-32118
D.C. No. OHS-15
Chapter 9

**DIRECT TESTIMONY
DECLARATION OF ANN GOODRICH
IN SUPPORT OF CONFIRMATION OF
FIRST AMENDED PLAN FOR THE
ADJUSTMENT OF DEBTS OF CITY
OF STOCKTON, CALIFORNIA
(NOVEMBER 15, 2013)¹**

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18
19 WELLS FARGO BANK, NATIONAL
ASSOCIATION, FRANKLIN HIGH
20 YIELD TAX-FREE INCOME FUND,
AND FRANKLIN CALIFORNIA
21 HIGH YIELD MUNICIPAL FUND,

22 Plaintiffs,

23 v.

24 CITY OF STOCKTON, CALIFORNIA
25 Defendant.
26

Adv. No. 2013-02315

Date: May 12, 2014
Time: 9:30 a.m.
Dept: Courtroom 35
Judge: Hon. Christopher M. Klein

27 ¹ While this declaration is made in support of confirmation of the Plan, out of an abundance of caution, and because the evidentiary hearing on
28 Plan confirmation and the trial in the adversary proceeding share common issues, it is being filed in both the main case and the adversary proceeding.

1 I, Ann Goodrich, hereby declare:

2 1. I am a consultant and labor relations project manager retained by the City of
3 Stockton, California ("the City") since January 9, 2011. In my capacity as the City's labor
4 relations project manager, I coordinate the City's labor negotiations with all of its employee
5 groups and prepare recommendations for the City regarding its negotiations. I make this
6 declaration in support of confirmation of the City of Stockton, California's ("City") First
7 Amended Plan For The Adjustment Of Debts Of City Of Stockton, California (November 15,
8 2013).

9 2. I am affiliated with the firm of Renne Sloan Holtzman Sakai LLP as a Managing
10 Consultant. Before this affiliation, I was an independent human resources and labor relations
11 consultant. I also served for 29 years as Human Resources Director in the counties of El Dorado,
12 Sonoma, and Santa Barbara.

13 *The City's Settlement With The Stockton Police Officers Association*

14 3. As the City's labor relations project manager, I was extensively involved in both
15 the AB 506 mediation process and the mediation process conducted by Judge Elizabeth Perris,
16 particularly as regards negotiations between the City and its nine labor associations and between
17 the City and its retirees, as represented first by the Association of Retired Employees of the City
18 of Stockton ("ARECOS") and then by the Retirees Committee.² As I testified in my previous
19 declarations [Dkt. Nos. 20, 451, and 716], the City, partly as a result of these mediations, reached
20 agreements on new collective bargaining agreements with all nine of its employee groups. The
21 City resolved the claims of eight of these groups during the AB 506 mediation process. Of these
22 eight, seven gave up their bankruptcy claims, worth millions of dollars as calculated by the City,
23 for no compensation. One union that had extensive claims received time off in return for giving
24 up those claims. Additionally, all eight of the unions gave up the future retiree medical benefits
25 that were in their collective bargaining agreement, and that would have been worth millions of
26 dollars in bankruptcy claims, for no compensation.

27
28 ² Capitalized terms used but not defined herein have the meaning ascribed to them in the First Amended Plan for the Adjustment of Debts of City of Stockton, California (November 15, 2013) [Dkt. No. 1204].

1 4. The City's memorandum of understanding ("MOU") with the ninth employee
2 group, the Stockton Police Officers Association ("SPOA"), was approved by the City Council on
3 December 11, 2012 after having been ratified by the members of SPOA. A true and correct copy
4 of the SPOA MOU is attached hereto as **Exhibit A**. The SPOA MOU is the product of arduous
5 negotiation mediated by Judge Perris.

6 5. The SPOA MOU resolved the disputed issue of what claims SPOA members hold
7 against the City. The SPOA asserted that its members have claims in the City's bankruptcy case
8 relating to the City's modification of its 2009 MOU (pursuant to Declarations of Fiscal
9 Emergency beginning on or about May 26, 2010 and continuing in effect thereafter) and in
10 connection with the treatment of the SPOA and its members under the Pendency Plan. As
11 discussed on page 55 of Exhibit A, SPOA alleges that these claims total more than \$13 million.
12 The City disputes these claims, and asserts that, if the claims were allowed, they would be
13 allowed in an amount less than \$13 million. In consideration of resolving their disagreement
14 regarding this issue, the City, pursuant to the MOU, agreed that these claims will be deemed
15 allowed in the bankruptcy case in the aggregate amount of \$8.5 million and will credit 22
16 additional hours of paid leave in fiscal year ("FY") 2012-13 to SPOA members who were
17 employed during FY 2010-2011 and/or 2011-2012 and who were currently employed at the time
18 of ratification of the MOU. The MOU further deems that the claims of SPOA members shall be
19 satisfied under the Plan by crediting SPOA members employed during FY 2010-2011 and/or FY
20 2011-2012 11 additional paid leave hours in the fiscal year of approval of the Plan and 11
21 additional paid leave hours in the fiscal year after approval of the Plan. This benefit shall only
22 apply to those employees who were employed during some portion of the period July 1, 2010 and
23 July 1, 2012 and who are current employees as of the date the Plan is approved by the Bankruptcy
24 Court. Additionally, SPOA gave up all future retiree medical benefits for no additional
25 compensation in bankruptcy.

26 6. Thus, the MOU provides each eligible SPOA member with 44 hours of additional
27 paid leave time through FY 2014-15. The additional paid leave hours have no cash value and are
28 lost if not used during employment. Pursuant to the MOU, the provision of these hours shall be

1 the sole compensation for the claims of SPOA and its members. The additional 22 hours
2 additional paid leave credit in the fiscal year of approval of the Plan and the following fiscal year
3 are contingent upon confirmation of the Plan and on the Plan becoming effective. The City will
4 honor the SPOA Claims held by SPOA members on the terms and conditions set forth in the
5 SPOA MOU.

6 *The Retiree Health Benefit Claims Settlement*

7 7. During the better economic times of the 1990s and 2000s, the City approved labor
8 contracts that greatly expanded its retiree health insurance commitments by promising lifetime
9 retiree health benefits for a City retiree and one dependent without imposing any minimum
10 service requirements. As Teresia Zadroga-Haase testified in her first declaration in support of the
11 City's eligibility for bankruptcy relief [Dkt. No. 21], the retiree health benefits promised in these
12 agreements were generally uncapped. The total cost to the City of these benefits for the
13 approximately 1100 retirees receiving benefits on July 1, 2012, over the course of their lifetime,
14 were estimated by the Segal Company ("Segal"), outside licensed actuaries and consultants to the
15 City, to be approximately \$545.9 million as of the date of the filing of the Plan. See City's
16 Amended List Of Creditors And Claims Pursuant To §§ 924 And 925 (Retiree Health Benefit
17 Claims) [Dkt. No. 1150], p. 28. The Segal Company are licensed actuaries qualified to calculate
18 medical claims and post-employment benefits and are a national firm with considerable
19 experience in these type of calculations. The methods used by Segal in calculating these claims
20 were within generally accepted standards used by licensed actuaries in the United States and
21 involved an internal peer review process.

22 8. As a result of the agreements with the nine employee organizations reached as part
23 of the AB 506 process and the court-ordered mediation process, the City's current 1400
24 employees gave up their rights to all future retiree medical benefits.

25 9. After the petition date, the City reduced and then eliminated its contribution to
26 health benefit payments for the approximately 1,100 Retiree Health Benefit Claimants. ARECOS
27 filed a class action adversary proceeding against the City on July 10, 2012 for breach of the
28 Retiree Health Benefit Claimants' vested contractual rights to lifetime health benefits. The Court

1 dismissed the ARECOS suit, advising the retirees to prosecute their claims through the
2 bankruptcy case.

3 10. The City and the Retirees Committee subsequently entered into extensive
4 mediations refereed by Judge Perris. Judge Perris' mediation proved successful, and the City and
5 the Committee entered into a settlement resolving the Retiree Health Benefit Claims. The
6 Retirees Committee and their counsel reviewed the methods used by the Segal Company in
7 calculation of the claims. Under the settlement, the City will pay the Retiree Health Benefit
8 Claimants \$5.1 million in full satisfaction of the Retiree Health Benefit Claims. This \$5.1 million
9 will be divided among the retirees, with some receiving a payment of approximately \$460 dollars
10 and retirees with the highest claims receiving approximately \$14,000. These are small amounts
11 compared to the lifetime benefits for a fully paid medical plan for a retiree and one dependent. At
12 the low end, the settlement payment would purchase approximately 1-3 months of a Medicare
13 supplement plan for an elderly retiree and at the high end would purchase an under age 65 retiree
14 with a spouse approximately 7-9 months of medical insurance. Approximately 30% of retirees
15 are over age 65, while 70% are under. The terms of the City's settlement with the Committee are
16 incorporated into the Plan.

17 Franklin's Expert, Charles Moore, Misconstrues The City's Calculations And Misrepresents The
18 Relative Size Of The City's Post-employment Benefits.

19 11. In the Expert Report Of Charles M. Moore (the "Moore Report"), Franklin's
20 expert disputes the calculation of the retiree health benefit claims. *See* Moore Report, at 15-18.
21 Moore, who appears to be an accountant with no local government experience and who is not a
22 licensed actuary, criticizes the method used by the Segal Company's licensed actuaries of using 3
23 years of claims to establish a base of medical claims in order to calculate the projection of future
24 lifetime medical claims for the 1,100 retirees and their dependents. While Moore challenges this
25 method, he does not indicate what alternative method should have been used and does not provide
26 any documentation that this method violates any standards used by licensed actuaries in the
27 calculation of future medical claims and post-employment benefit projections.
28

12. Moore acknowledges that the City and Segal took into account that when a retiree turns age 65, the federal Medicare program becomes the primary insurance for the retiree and the City medical plan becomes the secondary payor of medical claims. This reduces the dollar amount of claims the City would have paid for the retiree and their dependent from age 65 until the death of the retiree. Moore does not note, however, that Segal also took into account plan deductibles and copays in the calculation of paid claims. Moore also ignores that, since the City's under 65 retiree medical benefit is limited by union collective bargaining agreements to 15 years (and lifetime once the retiree reaches age 65), projections for young retirees who would have exhausted their 15 years of benefits prior to age 65 were reduced as well to reflect that they would not have earned benefits for those years.

13. Moore states that the City and Segal did not take into account how the Affordable Care Act (ACA) should have mitigated the claim amounts. However, Moore does not explain how the ACA would have reduced the medical claims the City would have otherwise been obligated to pay over the lifetime of the retiree, and the City is not aware of any such effect. The ACA does not apply to persons who qualify for Medicare, and thus is only available to persons under the age of 65. And there is no savings to the City for claimants under 65, because while the ACA requires individuals to purchase insurance either through the private insurance market, through employer plans or through the federal or state insurance exchanges, this does not obviate the City's previous promise to pay the full cost of a premium for insurance for the retiree and their one dependent for life. If a person buys insurance through the federal and state exchanges, they may qualify depending on their income for a federal subsidy, but this would not have reduced the costs of the retiree enrolled in the City plan, since a person cannot be enrolled in both an employer plan and a plan from the exchange. Again, Moore does not explain how the ACA would reduce the claims costs that the City would otherwise have paid for the lifetime of the retiree and their dependent if the retiree medical program had not been eliminated.

14. Moore complains that the retiree medical benefits the City provided were high. The City has acknowledged this itself, but those were the benefits the City committed to. Moore complains that the average claim for retiree health benefits is around \$500,000 over the retiree's

lifetime (for the retiree and usually the retiree's spouse), but this number should not be surprising. As a former Human Resource Director, I managed health plans for most of my career and am familiar with public employer, employee and retiree medical plans and their costs. Moore, meanwhile, seems unaware of the high cost of medical insurance in general, and in California and in particular, for older persons and of the impact of inflation on medical claims costs that in some cases are being projected as much as 60 years into the future. Despite complaining about the size of these numbers, Moore provides no evidence that the calculations by the city's licensed actuaries, based on the actual plan benefits, actual ages of the 1,100 retirees, generally accepted medical inflation projections and past actual claims costs, are in error.

15. In his exhibit 12, Moore lists 12 cities similar in size to Stockton with their current and projected CalPERS rates for safety and miscellaneous employees that he gathered from published CalPERS rates. Based on this table, Moore opines that Stockton's costs for post-employment benefits are high compared to the average of the 12 listed cities and states in his expert opinion that Stockton's costs are "unsustainable." *See* Moore Report, at 18-21. However, this comparison fails to account for the ways in which numerous differences in compensation and benefit practices in different cities impact each city's expenditures. Despite stating that he is an expert in OPEB matters and employee benefits, Moore fails to take into account that a city's CalPERS costs are only a portion of their total costs and obligations for post-employment compensation. To get a truly accurate comparison, one would need to also consider the following items in order to get an accurate comparison of cost "sustainability" for Stockton compared to Moore's other cities:

- **Each City's Social Security Costs.** While Stockton does not participate in Social Security, several of the 12 listed cities do. In addition to the CalPERS expenditures listed by Moore, these cities are also obligated to pay another 6.2% as the legally required employer's share of Social Security. For example, the cities of Long Beach and Sacramento are in Social Security and pay an additional 6.2% for their employees in addition to the CalPERS rates identified by Moore.

- 1 • **Each City's Paid Employee's Member Contribution costs.** In addition to the Employer
2 CalPERS Cost listed by Moore, there is also a CalPERS Employee Cost set by law. The
3 Employee Cost is 7-8% for Miscellaneous employees and 9% for Safety employees. It is
4 common practice for cities to pay some or all of the Employee Costs that would otherwise
5 be paid by their employees, in addition to paying the Employer Cost. Stockton does not
6 pay for any of the employee's share. Most of the cities listed in Moore's table, on the
7 other hand, pay some or all of their employees' CalPERS member's costs, a fact readily
8 discovered by checking the collective bargaining agreements on the websites of these 12
9 cities. Modesto, for example, pays 6.6% for Miscellaneous and 7.5% for Safety for the
10 majority of its employees.
- 11 • **Some cities pay into employees' deferred compensation programs in addition to**
12 **CalPERS.** Some agencies pay into deferred compensation programs (401k or 401a plans)
13 for their employees in addition to the CalPERS program. For example, Modesto pays 1-
14 2% of Miscellaneous employees salary, and \$425-525 per month for Safety employees,
15 into post-employment deferred compensation accounts for their employees.
- 16 • **All of the 12 cities provide some type of retiree medical benefits to their retirees and**
17 **employees in addition to CalPERS benefits.** While Stockton has eliminated all of its
18 retiree medical benefit costs, most if not all of the agencies Moore compares to Stockton
19 have considerable annual costs for their existing retiree medical benefits. These annual
20 payments are listed on each City's CAFR.
- 21 • **Some cities have Pension Obligation Bond debt payments in addition to their**
22 **CalPERS costs.** It is also a common practice for cities in California to have Pension
23 Obligation Bonds they have incurred to pay down their CalPERS unfunded liability.
24 Oakland, for example, has approximately \$18 million dollars a year in POB payments.
25 This information is available on each city's CAFR.

26 16. The Moore Report fails to account for *any* of these other factors in comparing
27 Stockton with these other agencies. In so doing, it ignores each city's full obligations, and
28

1 consequently reaches the erroneous conclusion that Stockton's costs are less sustainable than
2 those for these other agencies.

3 17. Moore also disputes the City's statements as to the reduction in pension benefits
4 that will result from the new pension tiers implemented by the City (including new state PEPRA
5 tiers), but does not provide his own calculation or data. CalPERS, in a pair of reports published in
6 April 2014, a true and correct copy of which is attached hereto as **Exhibit B**, supports the City's
7 calculations as to the impact of the new pension tiers. In fact, the City's pension reductions
8 exceed state-mandated changes and will result in a greater pension reduction for persons hired
9 after January 1, 2013.

10 18. Based on the errors described above, Moore's conclusions as to the City's
11 calculation of retiree health benefits and the relative size of the City's post-employment benefits
12 are flawed, and without merit.

13
14 Executed this 20th day of April, 2014, at Santa Barbara, California. I declare under
15 penalty of perjury under the laws of the State of California and the United States of America that
16 the foregoing is true and correct.

17
18
19 
20 Ann Goodrich

Exhibit A

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STOCKTON POLICE
OFFICERS ASSOCIATION AND CITY OF STOCKTON**

TERM: July 1, 2012 – June 30, 2014

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

Table of Contents

INTRODUCTION	3
Section 1. Recognition	5
Section 2. Association Security	6
Section 3. Compliance With Local, State & Federal Laws	8
Section 4. Probationary Period	9
Section 5. Layoff	11
Section 6. Reemployment/Reinstatement	13
Section 7. Discipline	14
Section 8. Grievance Procedures	15
Section 9. Leaves	19
Section 10. Days And Hours of Work	28
Section 11. Overtime	30
Section 12. Holidays	33
Section 13. Compensation and Allowances Other Than Base Salary	35
Section 14. Insurance Plans	41
Section 15. Salary Plan	48
Section 16. Residency	52
Section 17. Severability of Provisions	52
Section 18. Past Practices and Existing Memorandua Of Understanding	52
Section 19. Scope Of Agreement	52
Section 20. Duration	52
Section 21. Maintenance Of Operations	53
Section 22. City Rights	54
Section 23. Conditional Agreement Re Plan Support And Treatment Of Claims	55
Section 24. Conclusiveness	59
APPENDIX A. Salary Schedule	60
APPENDIX B. City Of Stockton Modified Employees Medical PLaN With Medical Plan Changes Effective September 1, 2011	61
APPENDIX C. Union Proposal to Assume Administration of City Medical Plans (agreement between the City of Stockton and the Employee Coalition representing all City Unions including the SPOA)	66

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

This agreement (the "Agreement" or "MOU") is made and entered into as of January __, 2013 by and among the City of Stockton, California (the "City" or "Stockton") and the Stockton Police Officers Association ("SPOA"), sometimes collectively referred to as the "Parties."

INTRODUCTION

A. The Parties have been in negotiation over the terms of a successor to the parties' prior MOU that expired June 30, 2012 as well as the treatment of the claims of members of the SPOA in bankruptcy that arose as a result of the City's imposition of compensation reductions during the term of the prior MOU.

B. Beginning on March 27, 2012, the City commenced the "AB 506 process" in order to avoid and, if necessary, to qualify for, a chapter 9 bankruptcy filing. The initial phase of the AB 506 process lasted 60 days, as mandated by statute. Cal. Gov't Code § 53760.3(r). Upon the agreement of the majority of the City's creditors who participated, the AB 506 mediation process was extended by an additional 30 days. Cal. Gov't Code § 53760.3(r). Despite good faith efforts by the City and the interested parties, when the AB 506 process concluded on June 25, 2012, the City had not "resolved all pending disputes with creditors." Cal. Gov't Code § 53760.3.

C. During the AB 506 process, the City presented to all the interested parties a 790-page "ask" ("Ask"), which contained specific proposals relating to each participant as well as to other creditors that chose not to participate. The Ask was similar to a plan of adjustment in that it disclosed to all creditors how the City viewed the claims of each and the likely resolution of such claims in a proposed bankruptcy plan of adjustment. Although no settlement was reached, the AB 506 process used the Ask as a baseline for negotiations, and the Ask functioned in part as a de facto draft plan of adjustment that described to all major creditors the treatment of the individual claims.

D. On June 26, 2012, the City Council adopted a "Pendency Plan" budget ("Pendency Plan"), which was based upon the detailed provisions of the Ask.

E. The City filed a chapter 9 bankruptcy petition on June 28, 2012. By order dated July 11, 2012, the Bankruptcy Court appointed the Honorable Judge Elizabeth Perris ("Judge Perris") to serve as judicial mediator in the chapter 9 case. The Parties conducted four days of mediation with Judge Perris, ending on November 2, 2012. The Parties used the Pendency Plan as a starting point for negotiations to create a new 2012-2014 Memorandum of Understanding. During this successful mediation process, the Parties continued earlier extensive efforts at settling disputes between them, both in the AB 506 process, and in extensive parallel negotiations relating to the SPOA's

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

collective bargaining agreement(s) with the City, and reached a settlement covering all disputes.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 -- June 30, 2014

SECTION 1. RECOGNITION

1.1 City Recognition

The City Manager or any person or organization duly authorized by the City Manager, is the representative of the City of Stockton, hereinafter referred to as the "City" in employer-employee relations as provided in Resolution No. 32,538, adopted by the City Council on August 4, 1975.

1.2 Association Recognition

The Stockton Police Officers' Association, hereinafter referred to as the "Association" is the recognized employee organization for the Police Officers' Unit, certified pursuant to Resolution No. 32,548, adopted by the City Council on August 11, 1975.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

SECTION 2. ASSOCIATION SECURITY

2.1 Dues Deduction

- (a) General. The Association may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. The Association has the exclusive privilege of dues deduction for its members.

Payroll deductions shall be for a specified amount and consistent for all employee members of the Association, and shall not include fines, fees and/or assessments.

Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City. The payroll deduction authorization shall remain in effect until canceled or modified by the employee by written notice to the City or until the first day of the calendar month following the transfer of the employee to a unit represented by another employee organization as the representative of the unit to which the employee is assigned, or until employment with the City is terminated.

Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

In addition to the deduction of dues, the City will deduct from the paychecks of Association members who request it, deductions authorized and sponsored by the Association. Such deductions shall be made from either or both of the semi-monthly paychecks and only upon signed authorization from the employee upon a form satisfactory to the City. Such authorizations may be made or changed no more frequently than twice yearly. Such deductions shall be payable to the Association who is responsible for distribution to sponsored programs. The employee's earnings must be sufficient after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during the period. In the case of an employee who is in a non-pay status during a part of the period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the employee organization deduction.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

- (b) Indemnity and Refund. The Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of check off of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

2.2 Use of City Facilities

- (a) The Association shall be allowed by the City department in which it represents employees' use of space on available bulletin boards for communications having to do with official Association business, such as times and places of meetings, provided such use does not interfere with the needs of the department.
- (b) Any representative of the Association shall give notice to the department head or his/her designated representative when contacting department employees on City facilities during the duty period of the employees, provided that solicitation for membership or other internal Association business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made with the Police Chief and when made shall continue until revoked by the Chief.
- (c) City buildings and other facilities may be made available for use by City employees of the Association or their representatives in accordance with such administrative procedures as may be established by the City Manager or department heads concerned.

2.3 Attendance at Meetings by Employees/Association Release Time

Release Time Related to Meet and Confer. City employees who are official representatives of the Association shall be given reasonable time off with pay, in accordance with MMBA, to attend meetings with City management representatives, or be present at administrative hearings where matters within the scope of representation or grievances related to this unit are being considered.

The use of release time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Such employee representatives shall submit a request for excused absence to their department head, in a manner satisfactory prior to the scheduled meeting whenever possible. The number of employees excused for release time related to meeting with City management on meet and confer and grievance matters shall not exceed five (5), except by mutual agreement.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 3. COMPLIANCE WITH LOCAL, STATE & FEDERAL LAWS

- 3.1 The City and the Association agree that there shall be no discrimination of any kind against any employee or applicant for employment because of age (over 40), race, color, religion, national origin (ancestry), veterans status, physical or mental disability, marital status, sexual orientation, sex (sexual, gender based, pregnancy/childbirth), political affiliation, legitimate Association activity, or any other protected trait as determined by federal, state and/or local law.
- 3.2 The Association shall cooperate with the City in the objectives of Equal Employment Opportunities as required by law.
- 3.3 Fair Labor Standards Act. The Association shall cooperate with the City in the objectives of the Fair Labor Standards Act.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 4. PROBATIONARY PERIOD

4.1 Purpose

The probationary period shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for eliminating any probationary employee whose performance does not meet the required standards of work.

4.2 Original Entrance Positions

The City agrees that it shall adhere to all applicable City Ordinances, State and Federal laws relating to the employment of Police Officers, including standards established by the Peace Officers' Standards and Training Division of the California Department of Justice.

All original entrance positions shall be tentative and subject to a probationary period of eighteen (18) months. The probationary period for entrance positions shall not be extended.

4.3 Promotional Positions

All promotional police appointments shall be subject to a probationary period of twelve (12) months. The probationary period for police promotional positions shall not be extended.

4.4 Retention/Rejection of Probationer

The Director of Human Resources shall notify the appointing authority at least four (4) weeks prior to the termination of any probationary period. At the end of the probationary period, if the service of the probationary employee has been satisfactory to the appointing authority, then the appointing authority shall file with the Director of Human Resources a statement in writing to such effect and stating that the retention of such employee in the service is desired.

During the probationary period an employee may be rejected at any time by the appointing authority. Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to the position from which he/she was promoted unless charges are filed and he/she is discharged in the manner provided in the City Charter Article XXXII Section 9, Civil Service Ordinance and Civil Service Rules.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 -- June 30, 2014

4.5 Probationer Advanced To Higher Rank

Any promotional probationary police employee who is advanced to a higher classification or is appointed to the rank of Chief of Police or Deputy Chief of Police shall receive credit towards his promotional probationary period for the lower rank while serving in the higher probationary or appointive rank.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 5. LAYOFF

5.1 Layoff

Any employee may be laid off by an appointing authority in the event of the abolition of his position by the City Council, or if a shortage of work or funds requires a reduction in personnel.

5.2 Layoff Scope

(a) Layoffs shall be within departments of the City.

(b) The departments of the City are defined as follows:

- (1) Administrative Services
- (2) City Attorney
- (3) City Auditor
- (4) City Clerk
- (5) City Manager
- (6) Community Development
- (7) Fire
- (8) Housing and Redevelopment
- (9) Human Resources
- (10) Library Services
- (11) Municipal Utilities
- (12) Parks and Recreation
- (13) Police
- (14) Public Works

5.3 Notice of Layoff

The City will give advance written notice of at least one pay period to employees who will be laid off.

5.4 Precedence by Employment Status

No permanent employee shall be laid off while employees working in an extra help, seasonal, temporary, provisional, or probationary status are retained in the same classification as such permanent employee. The order of layoff among employees not having permanent status shall be according to the following categories:

- a. Extra help or seasonal
- c. Temporary

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

b. Provisional

d. Probationary

Layoffs shall be by job classification according to service in that class, except as specified above. For the purpose of this procedure, part-time classes shall be considered as separate from regular full-time classes.

The following provisions shall apply in computing total continuous service:

- (a) Time spent on military leave shall count as service in the event the leave was taken subsequent to entry in the department.
- (b) Time worked in an extra help, seasonal, provisional, temporary, grant or other limited term status shall not count as service.
- (c) Time worked in a permanent or probationary status shall count as service.

If two (2) or more employees have the same seniority, the order of seniority shall be determined by the employees' examination results and ranking on the same eligibility list upon which the employees' were subsequently hired.

5.5 Employee Options

Employees laid off shall have any of the following choices:

- (a) Displacing the employee in the same department and in the same or clearly comparable classification as determined by the Director of Human Resources as having the least seniority in that classification. This option shall be exercised before any other option.
- (b) Taking a voluntary demotion within the department to a classification in which the employee had prior permanent status, thus displacing the employee working in that classification who has the least seniority in that classification. The voluntary demotee's seniority in the classification to which demoted shall be determined by the demotee's dates of hire in the lower classification.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 6. REEMPLOYMENT/REINSTATEMENT

6.1 Reemployment

When an employee in the classified service who has been performing his duties in a satisfactory manner, as shown by the records of the department in which he has been employed, is laid off because of lack of funds or abolition of his/her position or has been on authorized leave of absence and is ready to report for duty when a position is open, the Commission shall cause the name of such employee to be placed on reemployment list for the appropriate class for reemployment consistent with Civil Service Rule VII Certification and Appointment pertaining to Police safety positions, currently in effect.

The order in which names shall be placed on the reemployment list for any class shall be by seniority, which means "last-laid off, first rehired".

In filling vacancies, eligibles on the reemployment lists take precedence over eligibles on any other list for the same rank in the department for which the lists apply.

6.2 Reinstatement on a Reemployment List

A permanent employee who has resigned in good standing may, with the recommendation of the Police Chief, the City Manager, and the approval of the Civil Service Commission, be restored to a reemployment list of the same classification upon as held upon resignation within a period of one (1) year from the effective date of his/her resignation.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 7. DISCIPLINE

Disciplinary action, including discharge, suspension, reduction in pay, demotion, or other employment penalty may be taken against any employee for cause.

The appointing authority may discharge, suspend or demote any employee in the classified service provided the City Charter provisions and the Rules and Regulations of the Civil Service Commission and any applicable provisions of law are followed. Such provisions allow the employee suspended, demoted or discharged to file an appeal to the Civil Service Commission. The employee may take any one (1) of the following actions:

- (a) File no appeal.
- (b) File an appeal with the Civil Service Commission within ten (10) business days of written notification of the action. (Such filing will foreclose use of the grievance procedure.)
- (c) File a grievance as provided for in Section 8 starting at step two (2) with the Director of Human resources within ten (10) business days of written notification of the action, or fourteen (14) business days following the mailing of a written notice by first class mail to the employee's address contained in his/her official personnel records.

For purposes of this subsection "business day" means a day on which the Human Resources Department is open for business to the public.

If the employee fails to do (b) or (c) above within the prescribed time frames, these rights will have been waived.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

SECTION 8. GRIEVANCE PROCEDURES

8.1 Definition

A grievance is any dispute which involves the interpretation or application of those rules, regulations and resolutions which have been or may hereafter be, adopted by the City Council to govern personnel practices and working conditions, including such rules and regulations as may be adopted by either the City Council or the Civil Service Commission to affect Memoranda of Understanding which result from the meeting and conferring process.

8.2 Filing Deadline

No grievance involving demotion, suspension, discharge or other employment penalty will be entertained unless it is filed in writing with the Director of Human Resources within ten (10) business days of the date of receipt of written notification of such action, or within fourteen (14) business days following mailing of written notification by first class mail to the employee's address contained in his/her official personnel records.

For purposes of this subsection, "business day" shall mean a day on which the Human Resources Department is open for business to the public.

8.3 Grievance Processing

- (a) Step 1 - Departmental Review. Any employee who believes that he/she has a grievance may discuss his complaint with such management official in the department in which he/she works as the department head may designate. If the issue is not resolved within the department within seven (7) business days from the day of presentation, or if the employee elects to submit his/her grievance directly to the Association recognized as the representative of his/her classification, the procedures hereinafter specified may be invoked.
- (b) Step 2 - Director of Human Resources Review. Any employee or any official of the Association may notify the Director of Human Resources in writing that a grievance exists stating the particulars of the grievance and, if possible, the nature of the determination desired. The Director of Human Resources shall have fourteen (14) business days in which to investigate the issues, meet with the complainant and attempt to reach a satisfactory resolution of the problem. No grievance may be processed under the following two paragraphs which has not first been filed and

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

Investigated in accordance with this paragraph except for the resolution of compensation complaints.

- (c) Step 3 - City Manager Review. Any grievance which has not been resolved by the procedures hereinabove set forth may be referred to the City Manager by the complainant or by the Director of Human Resources. Such referral shall be in writing, detailing the specific issues involved in the referral together with a statement of the resolution desired. The City Manager shall designate a personal representative who shall not be the Director of Human Resources to investigate the merits of the complaint to meet with the complainant and, if the complainant is not the Association, to meet also with the officials of the Association and to settle the grievance or to make recommendations to the City Manager.

Failure to complete this step within sixty (60) calendar days shall result in the grievance automatically proceeding to step four (4) of the grievance procedure.

- (d) Step 4 - Arbitration. Either the Association or the City may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the City Manager. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Association and the City. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- (e) Effect of Decision. The decision of the arbitrator on matters properly before him/her shall be final and binding on the parties hereto except as provided otherwise herein.

8.4 Scope of Arbitration

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Association and unless such dispute falls within the definition of a grievance as set forth in paragraph 8.1.

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to arbitration under this Section. No arbitrator selected pursuant to this Section shall have the power to amend or modify this Memorandum of

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from the arbitration proceedings hereunder) will be recognized unless agreed to by the City Manager and the Association.

8.5 Other Provisions

If the Director of Human Resources in pursuance of the procedures outlined above, or the City Manager in pursuance of the provisions outlined above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time, but in the event the dispute is referred to arbitration and the arbitrator finds that the City had cause to take the action complained of, the arbitrator may not substitute his judgment for the judgment of management and if he finds that the City had such right, he may not order reinstatement and may not assess any penalty upon the City.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next open for such decision. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed, except in cases where the City determines that the basis of the compensation issue was a result of a clerical error, the adjustment shall be no more than three hundred and sixty-five (365) days from the date upon which the complaint was filed.

The provisions of this Section shall not abridge any rights to which an employee may be entitled under the City Charter, nor shall it be administered in a manner which would abrogate any power which, under the City Charter, may be within the sole province and discretion of the Civil Service Commission.

All grievances of employees in representation units represented by the Association shall be processed under this Section. If the City Charter requires that a differing option be available to the employee, no action under paragraph (d) of subsection 8.3 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

No action under paragraph (d) of subsection 8.3 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.

If any award by an arbitrator requires action by the City Council or the Civil Service Commission before it can be placed in effect, the City Manager and the Director of Human Resources will recommend to the City Council or the Civil Service Commission, as appropriate, that it follow such award.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 9. LEAVES

9.1 Sick Leave

- (a) Accrual. All regular employees, except provisional, temporary, and part-time employees, shall accrue sick leave at the rate of eight (8) hours for each full month of service. All regular employees, except provisional, temporary and part-time employees, working less than a full month shall accrue sick leave on a prorated basis. Unused sick leave shall accumulate from year to year. Employees shall continue to accrue sick leave while off duty on authorized sick leave; provided, however, an employee shall not accrue sick leave during any leave or leaves of absence without pay granted to the employee.

- (b) Usage. Employees are entitled to sick leave pay for those days, which the employee would normally have worked, to a maximum of sick leave hours accrued.

An employee may use sick leave for preventive medical, dental, optical care, illness, injury or exposure to contagious disease, which incapacitates him/her from performing his/her duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

- (c) Usage for Family. Employees may utilize fifty percent (50%) of their annual accrued sick leave to attend to cases of illness or injury in the employee's immediate family.

For the purposes of this section immediate family is defined as the employee's parents, spouse, registered domestic partner, child (child as defined as biological, step, foster or adopted child; a legal ward; child of domestic partner; a child to whom the employee stands in loco parentis), legal dependent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

- (d) Procedures for Requesting and Approving Sick Leave. When the requirement for sick leave is known to the employee in advance of his absence, the employee shall request authorization for such sick leave from the department head prior to such absence. In all other instances, the employee shall notify his supervisor as promptly as possible of his absence.

Before an employee may be paid for the use of accrued sick leave, he shall complete and submit to his department head a signed statement, on

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

a prescribed form, stating the dates and hours of absence, the exact reason, and such other information as is necessary for his request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head.

- (e) Doctor's Certificate or Other Proof. The Police Chief or the Director of Human Resources may require a doctor's certificate or other reasonable proof of illness as he/she deem necessary in order for an employee to receive an excused absence from work and sick leave pay. The employee shall be given notice prior to returning to work that he or she will be required to provide such documentation. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a doctor's certificate or other reasonable proof of illness in order to receive an excused absence and sick leave pay.
- (f) Use of Sick Leave While on Vacation. An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:
 - (1) Was hospitalized during the period for which sick leave is claimed, or
 - (2) Received medical treatment or diagnosis and presents a statement indicating disabling illness or injury signed by a physician covering the period for which sick leave is claimed.
- (g) Payment for Unused Sick Leave. Except as provided in section (h), all sick leave shall have no cash value upon separation of employment and employees shall not be allowed to cash out unused sick leave. Current employees shall be eligible for CalPERS service credit for unused sick leave at retirement. Employees hired after the City amends its CalPERS contract to eliminate service credit for unused sick leave shall not be eligible for that service credit.
- (h) Sick Leave Retention Benefit.

If, after subtracting the equivalent of one full year of service credit (2080 hours), which may be applied to CALPERS service credit, any balance remaining upon separation shall be paid as follows to employees who have remained in City service until the dates specified:

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

- (1) Separation prior to July 1, 2014, no payment of unused sick leave at separation shall occur for separating employees before this date;
- (2) Separation between July 1, 2014 and June 30, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 35% of its cash value to separating employees between these dates; and
- (3) Separation after July 1, 2015, payment of unused sick leave which the employee held on 2/16/12 shall be paid at 50% of its cash value to separating employees after this date.
- (4) Service credit for unused sick leave shall be in accordance with PERS regulations.

9.2 Military Leave

An employee of the City who is a member of the National Guard or Naval Militia or a member of the Reserve Corps or force of the Federal Military, Naval, or Marine service and is ordered to duty shall be granted leave with pay while engaged therein, provided the leave does not exceed thirty (30) days in any calendar year.

All regular employees in the service of the City shall be allowed leave of absence without pay for the duration of a national emergency who have been inducted into the Army, Navy, Marine Corps, Air Force, or any other branch of the Military Service of the United States or the State of California. Said employees shall be reinstated in the position they held when they were inducted into Military Service, except as hereinafter stated, providing they are physically fit as shown by a medical examination by the City Physician or other physician appointed to make a medical examination.

In the case of a probationary employee having served his minimum probationary period of eighteen (18) months at the time of induction, it shall be optional with the department head and the City Manager to grant regular status to said employee before induction.

All probationary employees inducted into Military Service not having served the minimum probationary period of eighteen (18) months, or having served the minimum probationary period of eighteen (18) months, but not having received regular status shall be allowed leave of absence without pay for the duration of a national emergency, but said employees shall be placed at the head of the eligible list for such position in the order of their seniority of employment and when appointed to a vacant position, they must be physically fit as above

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

specified and shall serve the balance of their probationary period before attaining the status of a regular employee.

Two or more regular employees granted military leave of absence without pay from the same position shall be reemployed according to their seniority of employment providing they are physically fit as above specified.

9.3 Court Appearance

Upon approval by the department head, an employee, other than a provisional or temporary employee, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (a) Said absence from duty will be compensated for actual hours the employee serves on the jury or is required to remain in court to testify as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the City Treasurer, through the employee's department head, within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses.
- (b) Jury duty or witness duty appearances shall be considered in terms of actual hours spent performing those duties. If an employee is not due to appear for jury duty or as a witness until afternoon court session, he/she will be expected to work his usual morning schedule. If an employee is required to appear for morning court session and is released before noon and not required to return to court in the afternoon, he/she shall work the remainder of his/her usual afternoon schedule.
- (c) Said absence from duty will be without pay when the employee appears in private litigation to which the City of Stockton is not a party.

Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the City Treasurer through the employee's department head.

Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or in behalf of the City of Stockton in connection with a case in which the City of Stockton is a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this Section.

9.4 Bereavement Leave

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22

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STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

In the event of a death in the immediate family of an employee, the employee shall, upon request be granted up to three (3) days bereavement leave with pay without charge to his/her accumulated sick leave credits or vacation eligibility. The City Manager may grant an additional three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits in cases where extensive travel is required to attend the funeral.

For the purposes of this Section, the immediate family shall be restricted to the employee's parents, spouse, registered domestic partner, child, step child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandchild.

In the event of the death of a person not immediately related to an employee as defined above, the employee's department head may grant up to three (3) days bereavement leave upon request which shall be charged against the employee's accumulated sick leave credits.

9.5 Workers Compensation Leave

Forms and Procedures. Workers' compensation processing shall be consistent with City procedures and in accordance with state workers' compensation regulations. An employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. An employee who sustains a work-related injury or illness requiring medical care is required to seek medical care at facilities designated by the City unless they have filed a pre-designation of personal physician prior to sustaining the work-related injury or illness. For a list of City designated medical care facilities and/or physicians, please contact Human Resources.

9.6 Leave of Absence

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the City of Stockton Municipal Code. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification or equivalent classification, as the employee held at the time leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the expiration of the leave.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

All approval authority over leaves of absence exercised by the department head under this Section shall be subject to review by the City Manager, whose ruling shall be final.

Employees on authorized leaves of absence without pay shall not be entitled to payment by the City of the premiums for their health and dental insurance, except as provided hereinafter.

The entitlement to City payment of premiums shall end on the last day of the month in which the employee was paid except that employees on an authorized leave of absence may continue enrollment in the City health insurance plan by prepayment of the monthly premium during the authorized leave of absence.

Authorized absence without pay which exceeds thirty (30) consecutive calendar days, except military leave, shall not be included in determining salary adjustment rights, based on length of employment. Periods of time during which an employee is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's salary adjustments.

9.7 Leave of Absence Without Pay

- (a) Purpose and Length. Only employees occupying regular positions on a permanent basis are eligible for leaves of absence without pay under the provisions of this Section.

An appointing authority may grant a leave of absence without pay for personal reasons up to a maximum of twelve (12) months with approval of the Director of Human Resources.

Leaves of absence without pay on account of illness or injury which are not job-incurred may be granted for a maximum period of twelve (12) months with approval of the Director of Human Resources. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

Such a leave will be granted only after all accrued sick credits have been used and shall be substantiated by a physician's statement.

- (b) Application for and Approval of Leaves of Absence Without Pay. In order to receive leave without pay, an employee must submit a request on the prescribed form to his department head and the City Manager describing the reasons for the request and all other information required for the

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

department head, or his representative, to evaluate the request. Leaves without pay may be canceled by the department head at any time.

9.8 Absence Without Leave

- (a) Refusal of Leave or Failure to Return After Leave. Failure to report for duty or failure to report for duty after a leave of absence request has been disapproved revoked or canceled by the department head or City Manager or at the expiration of a leave, shall be considered an absence without leave.
- (b) Voluntary Resignation. Any employee of this bargaining unit absent without leave for two (2) or more consecutive days or absent an aggregate of either sixteen (16) hours or twenty (20) hours in any calendar month without a satisfactory explanation shall be deemed to have voluntarily resigned from the City of Stockton except if the absence is due to a verified illness or injury.

9.9 Vacation Leave

- (a) Vacation Allowance. All regular employees, excluding provisional, temporary and part-time employees shall accrue vacation leave with pay semi-monthly in accordance with the following schedule:

Less than 1-1/2 years continuous employment	80 hours/year
After 1-1/2 years up to 7 1/2 years	108 hours/year
After 7-1/2 years up to 15 years	144 hours/year
After 15 years up to 25 years	189 hours/year

Seven (7) additional hours hence for each completed year of service in excess of twenty-five (25) years.

- (b) Vacation Accumulation. Effective July 1, 2012, the following maximum vacation accruals shall take effect. Employees reaching the maximum hours provided here shall stop accruing additional vacation hours until they are below the caps listed here. No vacation hours may be added to sick leave balances without exception.

Employees who, on July 1, 2012, have vacation balances that exceed their maximum shall have until June 30, 2013 to use sufficient vacation satisfy the maximum allowed. If an employee does not satisfy the maximum by June 30, 2013, he/she shall retain his/her existing earned vacation, but shall not earn any additional vacation until the employee's

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**Term: July 1, 2012 – June 30, 2014**

vacation balance is under the maximum vacation accrual allowed.

The maximum number of vacation hours that employees on a 40 hour workweek shall accrue are as follows:

Under 1.5 years	120 hours
1.5 – 7.5 years	240 hours
7.5 – 15 years	280 hours
15 – 25 years	320 hours
26 years	328 hours
27 years	336 hours
28 years	344 hours
29 years	352 hours
29 plus years	7 hours each additional year

- (c) Vacation Schedule. The time at which employees shall be granted vacation leave shall be at the discretion of the department head with due regard for the wishes of the employee and needs of the City.
- (d) Vacation Allowance for Separated Employees
- (1) When an employee is separated from the service between February 17, 2012 and July 1, 2014, the employee's remaining vacation allowance, if any, shall be paid as follows:
- Upon separation, employees shall receive one third (1/3) or \$10,000, whichever is greater, of the total of his/her unused accumulated vacation hours.
 - On the one year anniversary of employee's separation, he/she shall receive the second payment of one third (1/3) or \$10,000, whichever is greater of the balance of his/her unused accumulated vacation hours.
 - On the second year anniversary of employee's separation he/she shall receive payment for the balance of the unpaid accumulated vacation hours.
 - Employees who are involuntarily separated shall have their remaining vacation allowance, if any, added to his/her final compensation.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

- (2) An employee who has resigned in good standing and is subsequently reinstated within one (1) year from the date of his resignation shall have his prior service counted in determining eligibility for vacation benefits, deducting therefrom the amount of time between the date of resignation and the date of reinstatement which shall not be counted in determining eligibility.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

SECTION 10. DAYS AND HOURS OF WORK

10.1 Regular Workweek

The normal workweek for Police Unit employees shall consist of five (5) eight (8) hour days or a minimum total of forty (40) hours. Where operational requirements of a department require deviations from the present schedule, the City Manager may institute alternate work schedules, consistent with provisions of the State Law.

10.2 Regular Workweek for Patrol

The work schedule for patrol is the current 4/10 work schedule. The Chief of Police may change the start/finish time of a shift after providing written notification.

10.3 Meal Periods

Phase shift employees normally receive a one-half (1/2) hour meal with pay each day.

Other Police Unit employees will normally receive a one (1) hour meal period without pay.

10.4 Work Furloughs

- (a) 62 Furlough Hours. Effective the pay period that includes July 1, 2012 through June 30, 2014, each employee shall take sixty two (62) unpaid furlough hours in each fiscal year in accordance with (c) and (d) of this section for a total of one hundred and twenty four (124) hours of unpaid furlough hours. The parties agree that the City shall have the complete authority to reduce or eliminate, but not increase the 62 hours per fiscal year furlough requirement, at any time during the term of this contract upon written notice from the City to the SPOA.
- (b) Equalized Payroll Deductions. Payroll deductions for the sixty two (62) furlough hours per fiscal year of this contract described in section 10.4, paragraph (a) herein above shall be equalized so that each bargaining unit employee shall have three percent (3%) of the employee's regular hourly rate of pay deducted from each of the twenty-four (24) pay warrants in each fiscal year.
- (c) Furlough Bank. On or after the first pay period in July of 2012 and July of

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

2013, sixty two (62) furlough hours per fiscal will be placed in a furlough bank. There shall be no cash value provided for any furlough hours since the start of the furlough program in 2009 and all furlough bank hours shall be used in accordance with 10.4 d below.

- (d) Use of Furlough Hours. All furlough leave shall be scheduled in advance with the employee's supervisor. All Furlough must be scheduled and used prior to the date of separation in accordance to City's leave policies.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

SECTION 11. OVERTIME

11.1 Authorization

All compensable overtime must be authorized by the Chief of Police or the Chief's designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions a confirming authorization must be made on the next regular work day following the date which the overtime was worked.

11.2 Compensation

The following provisions pertaining to authorized statutorily required overtime work shall apply to employees whose normal work period is eight (8) hours per day and forty (40) hours per week, or (10) hours per day and forty (40) hours per week:

- (a) Statutory overtime shall be paid on actual time worked in excess of forty (40) hours in any workweek. Such overtime shall be paid for at time and one-half (1-1/2) including employees employed on a per hour or per day basis or except as provided elsewhere herein.
- (b) On a holiday observed by the City an employee shall be paid for a regular day plus time and one-half (1-1/2) for actual time worked.
- (c) Hours worked shall include all actual time worked. Furlough hours taken, holiday hours taken and observed holidays where the City is closed shall be considered as time worked and those positions in this unit are not required to report to work. Sick leave, vacation, or other compensated time off shall not be considered as actual time worked.

11.3 Court Appearance Pay While in Off Duty Status

- (a) An employee required by proper authority to appear in court during off-duty hours shall receive compensation of three (3) hours at time and one-half (1-1/2) or actual time worked at the appropriate rate, whichever is greater.
- (b) Voluntary Court Standby.

Police Unit employees who voluntarily place themselves on standby for court appearance while off duty shall receive one (1) hour of pay at the regular rate for the four (4) hours of standby for the a.m. and, if required to

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

remain on standby, one (1) additional hour at the regular rate of pay for the additional four (4) hours of standby for the p.m.

11.4 Call-Back Policy

When an employee is called back to work from an off-duty status, the employee shall be compensated for a minimum of three (3) hours at time and one-half (1-1/2) or actual time worked at time and one-half (1-1/2), if eligible for overtime as defined in Section 11.2, above, whichever is greater.

11.5 Compensatory Time

(a) Definition - As used in this Section, the term Compensatory Time refers to that time which an employee is entitled to be absent from duty with pay for hours worked in addition to or excess of their normal work schedule. Such time has previously been referred to as Earned Time.

(b) Accrual - For all hours in excess of forty (40) hours in a seven (7) day work period, for which the employee is in a paid status, the Association agrees that compensatory time shall be earned at the rate of time and one-half (1-1/2).

No more than eighty (80) hours (fifty-six and one-third hours [56-1/3]) worked at time and one-half (1-1/2) may be carried on the books at any time. When the time card is filled out, employees may elect to accrue Compensatory Time or be paid cash.

(c) Use - Use of Compensatory Time shall be scheduled with due consideration for the wishes of the employee and so as to not interfere with the normal operation of City business. Approval of requests for use of Compensatory Time shall be at the sole discretion of the department head, but once approved, cannot be changed unless an emergency situation arises.

(d) Payment - Once eighty (80) hours of Compensatory Time is accrued on the books, all other hours worked in excess of forty (40) hours in a seven (7) day work period will automatically be paid. At the end of each calendar year, all Compensatory Time will be carried forward (forty (40) hours maximum), unless the employee elects to have the compensatory balance paid. Carryover Compensatory Time cannot exceed the forty (40) hours maximum.

11.6 Standby Compensation

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

Employees who are placed on standby on Saturday or Sunday or their normal day off shall be paid at the rate of \$3.00 per hour for each hour on standby assignment. An employee shall earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the "standby" premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.

Employees who are placed on standby after their normal tour of a regular work day shall receive \$3.00 per hour for each hour of standby. An employee shall earn time and one-half (1-1/2) for all actual time worked while on standby duty status only if eligible for overtime as defined above. An employee shall not continue to receive the "standby" premium during actual time worked or for any hours paid as overtime or call back. Standby is not considered as time in "paid status because of work performed" for purposes of calculating overtime.

Employees who are placed on standby shall take a City vehicle and a beeper when required to stand by. The vehicle and beeper shall be turned in at the conclusion of each standby assignment.

While in such standby status employees shall leave with the Command Center a telephone number at which they can be reached. Such employees shall be within forty-five (45) minute response time availability to the Police Department.

11.7 No Standby Compensation for Time Worked

Employees shall not simultaneously receive compensation for court appearance, voluntary court standby, standby, or call back pay provided in Sections 11.3(a), 11.3(b), 11.4 or 11.6. Employees are eligible to receive overtime only in accordance with Section 11.2 above.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 12. HOLIDAYS**12.1 Holiday Compensation**

- (a) All regular and probationary Police Unit employees shall receive, in addition to their normal compensation, one day's pay for each of the holidays listed.
- (b) Police Unit employees required to work a holiday shall be compensated an additional day's pay at one and one-half (1-1/2) times the straight time rate. This compensation can be in the form of direct payment or compensatory time. Compensatory time overtime hours shall be limited to a maximum accumulation of eighty (80) hours at any point. Police Unit employees requesting payment for compensatory time shall, prior to July 1, each year, declare on a form provided by the City their intention to receive equivalent compensatory time for holidays which they may have to work.

12.2 Holidays Observed by the City

Employees shall receive the following holidays on full pay not to exceed eight (8) hours for any one (1) holiday, unless otherwise provided in this section.

- (1) New Years Day.....(January 1)
- (2) Martin Luther King's Birthday.....(Third Monday in January)
- (3) Lincoln's Birthday.....(Second Monday in February)
- (4) Washington's Birthday.....(Third Monday in February)
- (5) Cesar Chavez' Day.....(March 31)
- (6) Memorial Day.....(Last Monday in May)
- (7) Independence Day.....(July 4)
- (8) Labor Day.....(First Monday in September)
- (9) Columbus Day.....(Second Monday in October)
- (10) Veteran's Day.....(November 11)
- (11) Thanksgiving.....(Fourth Thursday in November)
- (12) Day following Thanksgiving.....(Fourth Friday in November)
- (13) Christmas Day.....(December 25)

For employees on a Monday through Friday workweek, if holidays fall on a Sunday, the following Monday shall be observed. If holidays fall on Saturday, the preceding Friday shall be observed.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

For employees on 4/10 alternative work schedule, employees may flex the remaining two hours of a scheduled holiday within the same FLSA work period with prior approval of their supervisor.

For employees on 9/80 alternative work schedule, employees may shift their work schedule so that their eight (8) hour day falls on designated holiday with prior approval of their supervisor.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

SECTION 13. COMPENSATION AND ALLOWANCES OTHER THAN BASE
SALARY

13.1 Retirement Contribution Supplement

- (a) The City contributes an amount equal to nine percent (9%) of the employee's current base salary and other compensation as qualified by State law toward P.E.R.S. benefits. Such amounts will be applied to the employee's individual account in accordance with Government Code Section 20691.
- (b) The City will make application to P.E.R.S. to provide California Government Code section 20692 (Employer Paid Member Contributions Converted to Payrate during the Final Compensation Period) as an additional P.E.R.S. benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board. The Internal Revenue Service (IRS) Code 414H(2), whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt) will be concurrently implemented with P.E.R.S. California Government Code section 20692.

At the beginning of employee's last year of employment, such employee shall pay their employees' nine percent (9%) retirement contribution through an automatic payroll deduction. The City shall increase the employee's base salary by the same nine percent (9%) for the last twelve (12) months of employment.

- (c) Legacy employees hired on or before December 31, 2012 shall pay nine (9%) of the employee's current base salary (employee contribution) and other compensation as qualified by state law towards the Public Employees' Retirement System (PERS) towards the employee's share of cost for PERS pension. Such amounts will be applied to the employee's individual account in accordance with Government Code section 20691.
- (d) Non Sworn Police Officer Trainee. The City and the Association agree that employees hired into the Non Sworn Police Officer Trainee classification shall be members of the "local miscellaneous" retirement plan rather than the "local safety" retirement plan.

The employee shall contribute seven percent (7%) of the employee's current base salary and other compensation as qualified by State law toward the P.E.R.S. Local Miscellaneous Members Plan. Such amounts

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

will be applied to the employee's individual account in accordance with Government Code section 20691.

Upon satisfactory completion of basic recruit training, the Non Sworn Police Officer Trainee (Local Miscellaneous Member) shall be transferred to Sworn Police Officer plan (Local Safety Member).

13.2 Military Service Credit

The City shall provide for military service pursuant to the provisions of Government Code Section 21024, formerly Section 20930.3 and Section 20930.33, at the employee's expense.

13.3 P.E.R.S. Fourth Level Of 1959 Survivor Benefits

The City provides P.E.R.S. California Government Code section 21574 (Fourth Level of 1959 Survivor Benefits) as an additional retirement benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board.

13.4 P.E.R.S. 3% At Age 50 Retirement for Employees Hired on or before December 31, 2012

On July 21, 2000, the City made application to PERS to provide P.E.R.S. California Government Code section 21362.2 (3% at age 50) as an amendment retirement benefit, to be effective upon adoption by the Stockton City Council and the P.E.R.S. Administration Board.

13.5 PERS Benefits for Employees hired on or after January 1, 2013

- (a) Employees hired on or after January 1, 2013 shall be subject to the new AB340 PERS pension formula of 2.7%@57 with no optional pension enhancements. Employees shall pay 50% of the City normal cost rate for the 2.7% @57 as determined by CalPERS.
- (b) As soon as administratively possible, the City shall amend its CalPERS contract to eliminate sick leave conversion and the enhanced survivor benefits for all employees hired on or after the effective date of the contract amendment.

13.6 Uniform Allowance

- (a) Employees in this unit shall receive as additional annual compensation, a uniform allowance in the amount of nine hundred fifty dollars (\$950.00).

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

Payment shall be made in two equal installments of one-half (1/2) of the annual value of uniform allowance to eligible employees during the months of April and October.

- (b) Protective Vests - The City shall provide safety protective vest and annual testing by lot number.

13.7 P.O.S.T. Incentive Pay

- (a) The City will pay three percent (3%) of the Police Officer top salary step for employees who attain an Intermediate P.O.S.T. Certificate and six percent (6%) of the Police Officer top salary step for employees who attain an Advanced P.O.S.T. Certificate.
- (b) Effective January 1, 1999, the City will pay three percent (3%) of the Police Sergeant top salary step for employees who attain an Intermediate P.O.S.T. Certificate, and six percent (6%) of the Police Sergeant top salary step for employees who attain an Advanced P.O.S.T. Certificate.
- (c) The Personnel and Training Division of the Police Department will submit the appropriate paperwork to the Human Resources Services Department confirming and authorizing P.O.S.T. Educational Incentive Pay for eligible employees.

Compensation shall be effective the first of the month following the date of eligibility for the certificate.

13.8 Longevity Increment Pay for Police Officer for Grandfathered Employees Only

Effective August 1, 2011, Longevity Increment Pay for Police Officer shall be eliminated. Those members who were receiving Longevity Increment Pay as of July 31, 2011, shall be grandfathered, and effective August 1, 2011 their Longevity Increment Pay shall be reduced by 5% and shall remain frozen at that level and no additional increments shall be earned, as described herein.

- (a) For those members who as of July 31, 2011 were receiving five percent (5%) of top salary step in rank for longevity, upon completion of six (6) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 those members shall no longer receive longevity increment pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

- (b) For those members who as of July 31, 2011 were receiving seven percent (7%) of top salary step in rank for longevity, upon completion of nine (9) continuous year of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay two percent (2%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.
- (c) For those members who as of July 31, 2011 were receiving twelve percent (12%) of top salary step in rank for longevity, upon completion of twelve (12) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay seven percent (7%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.
- (d) For those members who as of July 31, 2011 were receiving fourteen percent (14%) of top salary step in rank for longevity, upon completion of eighteen (18) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay nine percent (9%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.
- (e) For those members who as of July 31, 2011 were receiving nineteen percent (19%) of top salary step in rank for longevity, upon completion of twenty-four (24) continuous years of service as a public safety officer with the Stockton Police Department, effective August 1, 2011 the City shall pay fourteen percent (14%) of top salary step in rank for longevity pay. This longevity increment pay shall remain frozen at this level and no additional increments shall be earned.
- (f) For the limited purpose of defining continuous service under this Section of the Memorandum of Understanding, continuous service shall include leaves without pay for less than one (1) year as long as the public safety officer did not withdraw the his or her contributions to P.E.R.S.
- (g) Effective July 1, 2012, Section 13.8(a) through (f) are modified as follows:

Employees who are receiving Longevity Pay as described above shall have their Longevity pay reduced an additional 4% effective July 1, 2012, except that individuals whose 2011 reduction of the following amounts

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

(Reductions of Longevity pay, elimination of Master Officer Pay, elimination of Educational Incentive and payment of employees PERS contribution) was 22% shall have their Longevity amount reduced by 1%. The longevity increment pay shall remain frozen at this level and no additional increments shall be earned nor additional persons shall qualify for this pay.

13.9 Longevity Increment Pay For Police Sergeant

The 5% Longevity Pay received by Sergeants is frozen effective July 1, 2012 and no additional persons shall qualify for this pay.

13.10 Canine Handler Compensation

Employees assigned canine responsibilities shall be paid a maximum of ten (10) hours per month, at the rate of one and one-half (1-1/2) time. Compensation shall be for time spent by officers on their off-duty time to feed and exercise the dog and to clean the kennel.

13.11 Motorcycle Officer Compensation

Effective the first full pay period after the effective date of this contract, employees assigned motorcycle responsibilities shall be paid a maximum of four and one-quarter (4.25) hours per month, at the rate of one and one-half (1-1/2) time. Compensation shall be for the time spent by officers on their off-duty time to clean, wax and generally maintain their assigned motorcycles.

13.12 Explosive Ordinance Disposal Compensation

Effective July 1, 2005, the pay for unit members assigned to EOD shall be paid a maximum of five (5) hours per month at the rate of one and one-half (1-1/2) time.

13.13 SWAT Compensation

Effective the first full pay period after the effective date of this contract, the pay for unit members assigned to SWAT shall be paid a maximum of four and one-quarter (4.25) hours per month at the rate of one and one-half (1-1/2) time.

13.14 Field Training Officer Compensation

Effective July 1, 2005, the pay for unit members assigned to Field Training Officer shall be five percent (5.0%) of the top salary step of rank.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

13.15 Bilingual Pay

Effective July 1, 2005, the pay for qualified and approved bilingual skill will be two and one-half percent (2.5%) of the top salary step of rank.

To be eligible for this differential pay, an officer must be certified to meet the functional needs of the Department. The Chief of Police has the sole discretion in determining the number of officers needed for bilingual services, the languages that will be recognized, and the functional language skills needed for the Department.

13.16 Acting Pay

Any employee who is assigned by proper authority to work in a higher paid classification and who performs a majority of the duties of that higher position shall receive that rate of pay in a step of the higher classification which would have been received if the employee had been promoted into that classification.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 14. INSURANCE PLANS

14.1 Health Insurance And Related Benefits

- a. **Choice of Health Plans.** Employees in this bargaining unit shall have a choice of enrolling themselves and their eligible dependents in any of the City sponsored medical, dental and vision plans. Each plan shall offer an Employee only, Employee plus One and Employee plus two or more dependents coverage. The City shall offer two or more medical plans to regular employees. As soon as administratively possible after the ratification and adoption of this MOU by the City Council, an HMO (Kaiser) will be added as a plan choice for employee's in this unit.
- b. **Eligibility.** Employees shall become eligible for Medical insurance on the first day of the month subsequent to completion of thirty (30) days of continuous service with the City. Employees shall become eligible for Dental insurance on the first day of the month subsequent to completion of sixty (60) days continuous service with the City. An eligible employee and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee, but not both. If an employee is also eligible to cover their dependent child, the child will be allowed to enroll as a dependent on only one employee plan (i.e., an employee and his or her dependent cannot be covered by more than one City-offered health plan).
- c. **City Contribution Towards the Cost of Insurance Programs. Effective September 1, 2011:**
 - (1) The City shall contribute up to \$481.00 per month toward the cost of the monthly premium for employee-only medical/dental/vision plan coverage.
 - (2) The City shall contribute up to \$875.00 per month toward the cost of the monthly premium for employee plus one dependent medical/dental/vision plan coverage.
 - (3) The City shall contribute up to \$1165.00 per month toward the cost of the monthly premium for employee plus two or more dependents medical/dental/vision plan coverage.

These contributions are based on full-time employment; regular part-time employees shall receive a prorated contribution based on their percentage

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

of full-time employment. Insurance plan premiums that exceed the City's monthly contribution shall be paid by the employee through payroll deductions. The City shall maintain its IRS 125 Plan to allow for employee contributions for medical/vision/dental to be pre-tax premium conversion.

- d. **Plan Rules.** Employees may insure themselves and their eligible dependents under the medical/vision and dental plans provided by the City, in accordance with the rules and regulations applicable to the selected Plan. Benefits in the Plan shall be in accordance with the Plan document.
- e. Plan design changes to the City's Modified Plan for employees are effective September 1, 2011 (see Appendix B for details of Plan modification).
- f. It is understood that a coalition of the City's unions, including SPOA, are exploring the possibility of providing a health plan for all city employees and retirees, independent from the City. On or before October 1, 2012, the Unions shall notify the City of whether they in fact are proposing to assume the provision of medical plans for employees and retirees. Should the City and unions in fact agree upon the unions administering their own plan, the terms of that assumption shall be established through meet and confer, as set forth in the Appendix C. The terms of such plan, once agreed upon shall supersede this section to the extent inconsistent, provided the City's contribution to such plan for active employees in this unit shall not exceed the maximum contributions set forth subsection c.

14.2 Retirement Medical Allowance

- a. **Eligibility.**

An eligible retiree and eligible dependent may be enrolled in a City offered medical plan either as a subscriber in a City offered medical plan or, as the dependent spouse/registered domestic partner or another eligible City employee/retiree, but not both. If an employee/retiree is also eligible to cover his/her dependent child, the child will be allowed to enroll as a dependent on only one employee or retiree's plan (i.e., a retiree and his or her dependent cannot be covered by more than one City-offered health plan). The City does not provide any retiree medical program, allowance, or City contribution for employees hired on or after July 1, 2011.

- b. **City Contribution for the Period of July 1, 2012 – June 30, 2013.**

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

The City shall provide to employees retiring from the City the following contribution towards the cost of retiree medical insurance from July 1, 2012 through June 30, 2013:

1. Employees retiring with over 10 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of \$150 a month towards the cost of retiree medical insurance.
2. Employees retiring with over 20 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of \$300 a month towards the cost of retiree medical insurance.
3. Employees retiring with over 30 years of full time service with the City of Stockton as a regular employee shall receive a City contribution of \$450 a month towards the cost of retiree medical insurance.
4. Employees with less than 10 years of service for the City shall not be eligible for a city contribution towards retiree medical.
5. Benefits for part time employees who retire are prorated based on their full time equivalent.
6. The City contributions shall end with the death of the retiree and no survivor benefits are provided.
7.
 - a. Retirees may enroll themselves or their dependents at their own expense in City sponsored medical plans only (dental and vision are not offered to retirees). The City reserves the right to set benefit levels in medical plans for retirees and at its exclusive option only provide fully insured plan choices to retirees for enrollment. The City reserves the right to discontinue inclusion of retirees in City sponsored medical plans at any time.
 - b. The City's commitment to provide retiree medical benefits during the 2012-2013 fiscal year is to the retiree and shall end upon the death of the retiree. Surviving spouses shall not be eligible for any City paid benefit after the death of the City retiree. Any benefits previously paid to surviving spouses have been paid in error and without the approval of the City Council.
 - c. Elimination of Retiree Medical Program effective June 30, 2013. Effective June 30, 2013, the City shall no longer provide a contribution towards the cost of retiree medical insurance for current employees

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

(future retirees) and current retiree.

14.3 Alternative Retirement Medical Plans

The parties have negotiated that employees may choose to enroll in one or more additional health plans instead of the City Modified Plan (including but not limited to Kaiser Sr. Advantage).

This language sets forth the conditions in which current employees, when they retire from the City and otherwise qualify for a retiree medical benefit from the City as stated in Sections 14.2 and 14.4 of this MOU, may also choose to enroll in City sponsored alternative plans in the same manner as when they were employees, as well as retiree only medical plans. The following conditions shall apply:

- (a) If an employee is in a City sponsored alternative plan at the time of retirement, the employee shall be allowed to continue in that Plan. Employees in the union sponsored plans authorized by the City at the time of retirement shall be allowed to continue in that Plan. Employees not in an alternative Plan at the time of retirement shall not be allowed to enroll in any alternative plan except that any retiree may voluntarily enroll in a City sponsored retiree only Plan.

A retiree may only enroll in alternative plans other than the City Modified Plan when:

- (a) The retiree selecting plans other than the City's Modified Plan agrees that the City's financial contribution to a premium payment for any other Plan shall not exceed the current contribution amount the City would pay if the retiree is enrolled in the City Modified Plan, and;
- (b) The individual retiree will be required to sign a form that indicates agreement with these conditions.

The City reserves the right to eliminate these additional plans and the choice of multiple plans is not a vested right. As with the City Modified Plan, the City reserves the right to make plan design changes as necessary in these Alternative Plans.

14.4 Medicare Supplemental Coverage Requirements only for Employees hired on or before June 30, 2011

The City reserves the right to terminate reimbursement payments for Part A
CITY OF STOCKTON

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**Term: July 1, 2012 – June 30, 2014**

Medicare coverage, in which event the retiree will receive the City's modified medical plan which includes medical design changes effective September 1, 2011 as the primary health coverage, with the premiums for such coverage to be paid by the City. The coverage provided pursuant to this section shall apply to the retiree and his/her spouse. Refer to section 14.2 regarding Elimination of Retiree Medical Plan effective June 30, 2013.

Under the federal Health Care Reform Plan, sponsors may modify the medical benefits provided to retirees only. The City will modify its retiree health care plan to reflect the following:

- (a) Return Plan benefits for Acupuncture to 12 visits per year (instead of unlimited) and returns the payment percentage paid to 60% (instead of 80%);
- (b) Return Plan benefits for Alcohol and Drug Treatment admissions to 30 days and 3 lifetime admissions (instead of unlimited);
- (c) Return Plan benefits for Outpatient Mental Health or Nervous Disorder services to 15 visit maximum (instead of unlimited);
- (d) Change Plan benefits for Preventative care and wellness to 80% instead of current 100%;
- (e) Return Plan benefits on the lifetime cap on plan benefits to \$2.5 million (instead of unlimited);
- (f) Return Plan benefits on the maximum age of dependent children to be enrolled in the Plan to age 19 unmarried, and not serving in the armed forces to 23 if attending school full time and qualifies as a dependent for federal income tax purposes. (instead of age 26);
- (g) Change Plan benefits for Emergency room benefits.

If portions or whole of the Federal Affordable Care Act is modified subsequent to the adoption of this memorandum of understanding, the City and POA will meet and confer over any identifiable negotiable impact to those modifications.

14.5 Retiree Medical Trust

The City will cooperate with the SPOA to amend the documents related to the SPOA Retiree Medical Trust ("RMT") to reflect that the City relinquishes all of its right to designate any trustees under the RMT and any and all rights, obligations, or responsibility under the RMT so that only the SPOA designated Trustees will administer the RMT.

The City has no objection to the transfer of all current assets in the RMT to another trust (the "Receiving Trust") selected by the SPOA designated RMT

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU**Term: July 1, 2012 – June 30, 2014**

Trustees so long as the Receiving Trust agrees to hold those assets for the exclusive benefit of eligible retirees. Further, the SPOA and the City agree that the transfer of assets will be contingent on the SPOA and Receiving Trustees agreeing that on and after the transfer of the assets of the RMT to the Receiving Trust (i) the City's only obligation with respect to such Receiving Trust will be to make any agreed upon contributions to the Receiving Trust, and (ii) the SPOA and the Receiving Trustees further agree that on and after the transfer of the assets of the RMT to the Receiving Trust, to indemnify and hold harmless the City and the City designated trustees from any claim whatsoever by the SPOA, any unit member, or any beneficiary of the Receiving Trust with respect to the Receiving Trust. Such claims include, but are not limited to, (i) any claim for benefits under the Receiving Trust or any plan funded by the Receiving Trust, (ii) any claim regarding the administration of, or fiduciary duties under, the Receiving Trust, (iii) any claim regarding the tax treatment of contributions to the Receiving Trust (so long as the City complies with applicable federal law and guidance from the Internal Revenue Service), and (iv) any claim regarding the terms of the Receiving Trust or selection of trustees.

The City's obligation to contribute to the RMT has ceased. The City agrees to meet and confer at the request of the SPOA with regard to a contract amendment for employee contributions to be made to the Receiving Trust to provide medical care benefits for retirees in a manner that will make the employee contributions excluded from employee's income tax whether that means they will be by salary reduction whereby the employee forgoes salary in exchange for the contribution or salary deduction whereby the employee contribution is deducted from the employee's paycheck. No contributions will be made to the Receiving Trust until the tax consequences of such employee contributions to such Receiving Trust are resolved.

The rights of unit members to distributions and amounts of those distributions from the RMT or the Receiving Trust shall be determined under the terms of the trust plan document and Section 14.4 of the prior labor agreement except to the extent modified by this Agreement.

14.6 Life Insurance

Effective July 1, 2012, the City shall provide each employee group term life insurance coverage with a face value of fifty thousand dollars (\$50,000.00).

14.7 Long Term Disability Insurance

Effective July 1, 2012, the City shall reduce the base pay of employees in this unit by twenty dollars (\$20.00) per month, and instead shall provide to each

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

bargaining unit member twenty dollars (\$20.00) per month for the purpose of purchasing Long Term Disability Insurance. The Association recognizes and agrees that it is their responsibility for purchasing a Preferred Long Term Disability Program for its represented employees or otherwise investing such payments pursuant to this section as it deems appropriate.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

SECTION 15. SALARY PLAN

15.1 Salary

During the term of this agreement there shall be no salary increases. Effective July 1, 2012, salaries for classifications in this unit shall be as attached in Appendix A.

15.2 Salary Ranges

The salary ranges for all classifications in the aforementioned representation unit will be as set forth in Appendix A, which are attached hereto and made a part hereof. The rates of pay set forth in the Appendix A, represent for each classification the standard rate of pay for full-time employment, effective on the dates noted in the Appendices, unless the schedule specifically indicates otherwise.

15.3 Salary Upon Appointment

Except as herein otherwise provided, the entrance salary step for a new employee entering the classified service shall be the minimum salary step for the class to which appointed. When circumstances warrant, the City Manager may approve an entrance salary, which is more than the minimum salary step for the class to which that employee is appointed. Such a salary may not be more than the maximum salary for the class to which that employee is appointed.

15.4 Salary Equivalents

Any monthly, daily or hourly rate of pay may be converted into any equivalent rate of pay or to any other time bases when in the judgment of the City Manager, such a conversion is advisable. In determining equivalent amounts on different time bases, the City shall provide tables or regulations for the calculation of payment for service of less than full-time, and for use in converting monthly salaries to hourly rates, as well as for calculating hourly rates.

15.5 Effective July 1, 2005 – Salary Step Plan – Police Officers Appointed On Or After January 1, 1999

There were nine (9) salary steps for the classification of Police Officer, however, salary steps 1, 2, and 3 for Police Officers were eliminated effective July 1, 2012. There shall be six (6) salary steps for the classification of Police Sergeant. Eligible employees will be moved to the next step every 12 months. Any reference in this MOU to a different schedule for step increase shall be adjusted accordingly. In a case where a person possesses unusual qualifications, the City

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

Manager may authorize appointment above the first salary step after receiving the recommendation of the department head. The same provisions shall apply to hourly-paid and part-time persons.

All step references below are to the salary schedule for the Police Officer classification. Non-Sworn Police Officer Trainees are hired at the rate identified in the single step salary classification for Police Officer Trainee.

The first salary step shall be the minimum salary rate and shall be the normal hiring rate for the classification of Police Officer.

The second salary step shall be paid upon the employee's satisfactory completion of twelve (12) months service at the first salary step and upon the written recommendation of the department head.

The third salary step shall be paid upon the employee's satisfactory completion of twelve (12) months service at the second salary step and upon the written recommendation of the department head.

The fourth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months service at the third salary step and upon the written recommendation of the department head.

The fifth salary step shall be paid upon the employee's satisfactory completion of twelve (12) months service at the fourth salary step and upon the recommendation of the department head.

The sixth salary step shall be paid upon the employee's satisfactory completion of one (1) year of service at the fifth salary step and upon the recommendation of the department head.

Regardless of an employee's length of service, salary step advancements in any given class may be made upon recommendation of the department head with the approval of the City Manager, but not above Step 3 for a given range.

Salary step increases shall be effective the first day of the pay period following appointment or revision. If the date of appointment or revision is the first day of a pay period, salary step increases shall be as of that date.

If a department head recommends to withhold salary increases because an employee has not achieved the level of performance required to the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

Changes in an employee's salary because of promotion, demotion, postponement of salary step increase or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph.

Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.

15.6 Salary Step Plan – Non-Sworn Police Officer Trainee Status

An employee with only the status of Non-Sworn Police Officer Trainee shall be paid at Step 1 of the salary range. Upon passing all the requirements of the Basic Peace Officer Academy and transfer to the sworn position of Police Officer, the employee shall be paid at Step 2 of the salary range of Police Officer. The Trainee shall not qualify for Safety status while in the Academy.

15.7 Salary Step After Military Leave

All employees who have been granted a military leave shall, upon their return to the City service, be entitled to the automatic salary advancements within the range scale of the established wage schedule of their classifications for the period they were in the military service.

15.8 Salary Step When Salary Range Is Increased

Whenever the monthly schedule of compensation for a class is revised, each incumbent in a position to which the revised schedule applies shall be entitled to the step in the revised range which corresponds to the employee's step held in the previous range, unless otherwise specifically provided by the City Manager.

15.9 Salary Step After Promotion or Demotion

When an employee is promoted from a position in one class to a position in a higher class, and at the time of promotion is receiving a salary equal to, or greater than, the minimum rate for the higher class, that employee shall be entitled to the next step in the salary scale of the higher class which is approximately five percent (5%) but in no case less than four percent (4%) above the rate he has been receiving, except that the next step shall not exceed the maximum salary of the higher class. When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which he is demoted, and the specific rate of pay within the range shall be final.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

15.10 Salary On Reinstatement

If a former employee is reinstated in the same position previously held or to one carrying a similar salary range, his salary shall not be higher than his salary at the time of his separation unless there has been an increase within the salary range.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

SECTION 16. RESIDENCY

All sworn public safety officers in the employ of the City of Stockton shall reside within a geographic area from which they can reach City Hall within forty-five (45) minutes.

SECTION 17. SEVERABILITY OF PROVISIONS

In the event that any provision of the Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

SECTION 18. PAST PRACTICES AND EXISTING MEMORANDUA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.

SECTION 19. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties on any and all matters subject to meeting and conferring. Neither party shall, during the term of this Memorandum of Understanding, demand any change therein nor shall either party be required to negotiate with respect to any matter; provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

SECTION 20. DURATION

All provisions of this Memorandum of Understanding shall be effective July 1, 2012, and shall remain in full force and effect to and including the 30th day of June, 2014.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 21. MAINTENANCE OF OPERATIONS

- (a) It is recognized that the need for continued and uninterrupted operation of City services is of paramount importance. Therefore, the Association and each employee represented hereby agrees that during the course of negotiations necessary to conclude a successor Agreement to this Memorandum of Understanding, the Association or any person acting in its behalf, or each employee in a classification represented by the Association shall not cause, authorize, engage in, or sanction a work stoppage, slowdown, refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or picketing, other than informational picketing, against the City or the individual or concerted failure to report for duty or abstinence from the full and faithful performance of the duties of employment, including compliance with the request of another labor organization or bargaining unit to engage in such activity in an attempt to induce a change in wages, hours, and other terms and conditions of employment.
- (b) An employee shall not be entitled to any wages or City paid benefits whatsoever if the City Council, by majority vote, determines to its satisfaction, that the employee is, or has, engaged in any activity prohibited by subsection (a) of this Section. The City may take other action which it deems appropriate.
- (c) If the City Council, by majority vote, determines to its satisfaction, that subsection (a) of this Section has been violated by the Association, the City may take such remedial action as it deems appropriate.
- (d) The Association recognizes the duty and obligation of its representatives and members to comply with the provisions of this Memorandum of Understanding and to make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection (a) hereinabove, the Association agrees to take supererogatory steps necessary to assure compliance with this Memorandum of Understanding.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

SECTION 22. CITY RIGHTS

- (a) The Association recognizes that the rights of the City derive from the Constitution of the State of California and the Government Code and not from the Memorandum of Understanding. All matters not specifically addressed in this Memorandum of Understanding are reserved to the City.
- (b) The Association recognizes and agrees that the exercise of the express and implied powers, rights, duties and responsibilities by the City, such as, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum of Understanding.
- (c) The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing these services limited only by the specific and express terms of this Memorandum of Understanding. The exclusive rights of the City shall include but not be limited to, the right to determine the organization of City government and the mission of its constituent agencies; to determine the nature, quantity and quality of services to be offered to the public and to determine the means of operations, the materials and personnel to be used, the right to introduce new or improved methods or facilities, and to change or alter personnel, methods, means, materials and facilities, to exercise control and discretion over its organization and operations through its managerial employees; to establish and effect rules and regulations consistent with applicable law and the specific and express provisions of this Memorandum of Understanding; to establish and implement standards of selecting City personnel and standards for continued employment with the City; to direct to workforce by determining the work to be performed, the personnel who shall perform the work, assigning overtime and scheduling the work; to take disciplinary action; to relieve its employees from duty because of lack of work or funds; to determine whether goods or services shall be made, purchased or contracted for; and to otherwise act in the interest of efficient service to the community.

In cases of emergency when the City determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution or regulation.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

**SECTION 23. CONDITIONAL AGREEMENT RE PLAN SUPPORT AND TREATMENT
OF CLAIMS**

1. Confirmation of Plan. The City agrees to use its best efforts to obtain confirmation of, and to implement, a plan of adjustment ("Plan") that is consistent with the terms of this MOU, or as applicable, its successor MOU. All of the provisions of this Article except 2(c) shall be null and void in the event that the Plan contemplated by this Agreement is not confirmed and does not become effective.

2. SPOA's Claims. SPOA alleges that its members have claims in the bankruptcy case against the City relating to the City's modification of its 2009 Memorandum of Understanding ("2009 MOU"), pursuant to Declarations of Fiscal Emergency beginning on or about May 26, 2010 and continuing in effect thereafter, and in connection with the treatment of the claims of SPOA and its members under the Pendency Plan (collectively, the "Claims"), and that, in the aggregate, the Claims exceed thirteen million dollars (\$13,000,000). The City disputes the Claims and contends that the Claims would not be allowed in the chapter 9 case. It further asserts that, if the Claims were allowed, they would be allowed in an amount aggregating less than thirteen million dollars (\$13,000,000).

In consideration of resolving the above differences and agreement on the MOU, the City agrees that the Claims shall be provided for in the Plan as follows:

- (a) The Claims will be deemed allowed in the chapter 9 case in the aggregate amount of eight million, five hundred thousand dollars (\$8,500,000) (the "Allowed Claims"). In consideration for the reduction in the amount of the Claims, SPOA members employed during fiscal year 2010-2011 and/or 2011-2012 shall be credited, upon final approval of the MOU by the Parties and, if necessary, by the Bankruptcy Court, twenty-two (22) additional hours of paid leave in fiscal year 2012-2013. These additional hours of paid leave shall have no cash value and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. Only those employees who were employed during some portion of the period July 1, 2010 and July 1, 2012 and who were still current employees upon the effective date of this Agreement shall be entitled to this treatment.
- (b) The Allowed Claims shall be satisfied under the Plan by the City by crediting SPOA members employed during fiscal year 2010-2011 and/or 2011-2012, eleven (11) additional paid leave hours in the fiscal year of approval of the Plan and eleven (11) additional paid leave hours in the fiscal year after approval of the Plan. This benefit shall only apply to those employees who were employed during some portion of the period July 1, 2010 and July 1,

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

2012 and who are current employees as of the date the Plan is approved by the Bankruptcy Court. The total additional paid leave per SPOA member under paragraphs 2(a) and 2(b) of this article shall equal forty-four (44) hours. These additional paid leave hours shall have no cash value, and shall be utilized any time prior to the date upon which the SPOA member leaves employment with the City. It is understood that the provision of these hours shall be the sole compensation for the Claims of SPOA and its members. The additional twenty-two (22) hours additional paid leave credit contained in this paragraph 2(b) shall be contingent upon confirmation of the Plan and on the Plan becoming effective.

- (c) Notwithstanding the foregoing, in the event that the Plan is not confirmed and does not become effective, the Claims shall not be allowed as specified herein, and both SPOA and the City agree that the Claims will be considered unresolved, with each Party reserving the right to assert or contest the Claims; provided, however, that the monetary equivalent of any paid leave hours taken pursuant to this Article shall serve as a credit against the Claims.

3. Implementation of 2012-2014 SPOA MOU. The City shall include in its proposed Plan provisions that give effect to, and comport with the terms of this Agreement.

4. Plan Support. SPOA agrees to use its best efforts to support the Plan, the provisions of which include the treatment of the Claims as described above, and which are consistent with the terms of the MOU. SPOA's support for the Plan shall include statements in papers filed in the Bankruptcy Court and in appearances by its counsel in Bankruptcy Court. SPOA shall use its best efforts to cause its members to vote to approve the Plan, to withdraw any proofs of claim they have filed which are inconsistent with the MOU and not object to, or otherwise commence any proceeding against, or take any other action opposing any of the terms of the MOU, the Plan or any disclosure statement filed in connection with the Plan. At the City's request, such support may also include the execution by SPOA of an agreement to recommend that its members vote in favor of the Plan.

5. Further Assurances. The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the agreements and understandings of the Parties, whether the same occurs before or after the date of this Agreement.

6. Release of Claims. Except for the Parties' respective obligations stated in the MOU, SPOA, on behalf of all employees in its bargaining unit, and the City hereby release and discharge each other, and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors,
CITY OF STOCKTON

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

employees, agents, attorneys, and each of them, from and against any and all defenses, claims, demands, losses, damages, and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, which either of them may now or hereafter have against the other in any way related to the Claims and or Litigation Claims (as such term is defined below). This release shall include, but is not limited to, within thirty days of approval of the Plan, dismissing with prejudice litigation and cross litigation claims ("Litigation Claims") pertaining to San Joaquin County Superior Court case number 39-2010-00245197-CU-WM-STK, San Joaquin Superior Court Case number 39-2010-00253803 and Third Appellate District appellate case numbers C070347 and C068723. These cases shall remain stayed until the occurrence of the effective date of the Plan or the dismissal of the chapter 9 case. The Parties agree to waive any and all claims for attorneys' fees or costs associated with the Litigation Claims.

The Parties, and each of them, hereby waive the provisions of Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

The Parties, and each of them, understand that if the facts with respect to which this release is given turn out to be different from the facts now known or believed by either of them to be true, each of them expressly assumes the risk of the facts turning out to be different, and agrees that this release shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

This release shall be binding upon and inure to the benefit of the Parties and their respective past or present parents, subsidiaries, successors, predecessors, assigns, and their respective officers, directors, employees, agents, attorneys, including but not limited to all bargaining unit employees, and each of them.

This release shall not apply to any pending disciplinary cases, or grievances pertaining to those disciplinary cases, but shall apply to any lawsuits filed related to those disciplinary cases.

7. Resolution of Dispute regarding the Property at 1132 N. Country Club Rd., Stockton, CA ("the Property"). SPOA shall continue renting the Property to third parties. No SPOA member, family member, agent or person within SPOA's control shall apply to rent the Property.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

- a) In renting the Property, SPOA shall utilize a licensed third party rental agent not affiliated with SPOA or its agents.
- b) SPOA shall sell the Property not later than November 1, 2015, unless this provision is waived in writing by the City
- c) The Property shall be maintained in its present state and SPOA shall exercise its best efforts to ensure that its tenants not interfere with the City Manager's quiet enjoyment of his home.
- d) SPOA shall not seek to change the use of the Property as a single family residence (maximum two unrelated adults, or two adults and two children).
- e) Notwithstanding the effective date and expiration date of the MOU, this section 7(a) shall be effective November 1, 2012, and shall apply to the SPOA's current efforts to lease the Property. It shall expire upon the sale of the Property, unless otherwise agreed by the Parties.

8. No Admissions. Except to acknowledge responsibility to perform the terms of this Article or to enforce those terms, the Parties agree that nothing contained in this Article or any action taken or the failure to take any action pursuant to this Article ever is to be construed as an admission or evidence tending to establish the validity of either Party's claims, including the initial Claims.

9. Rules of Construction. The Parties agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Article, since both Parties have reviewed it with counsel of their respective choice. Otherwise, this Article shall be governed by and interpreted in accordance with the law of the State of California and the Bankruptcy Code.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

SECTION 24. CONCLUSIVENESS

- (a) The specific provisions contained in this Agreement constitute the entire and sole agreement between the City and the Association and shall prevail over existing City ordinances, resolutions, rules and regulations, policies, procedures and practices wherever there is a direct conflict between previous written policies and practices and a specifically contradictory term of this Agreement. Existing written policies, rules, regulations, ordinances and resolutions shall be amended to conform to the terms of this Agreement. Only those policies and practices directly and expressly revised by this Agreement shall be deemed to be modified by this Agreement.
- (b) All matters not addressed specifically and expressly by this Agreement are, and shall continue to be, within the exclusive decision-making authority of the City and shall not be in any way, directly or indirectly, subject to any grievance procedure.
- (c) This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the City and the Association in a written and signed amendment to this Agreement.

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

APPENDIX A. SALARY SCHEDULE

Job Classification	Salary Steps					
	1	2	3	4	5	6
Police Officer	4,970.39	5,225.81	5,494.96	5,776.54	6,074.37	6,385.88
Police Officer Recruit	4,275.10					
Police Officer Trainee	4,275.10					
Police Sergeant	5,876.26	6,179.04	6,495.54	6,829.48	7,180.86	7,549.69

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

APPENDIX B. CITY OF STOCKTON MODIFIED EMPLOYEES MEDICAL PLAN WITH MEDICAL PLAN CHANGES EFFECTIVE SEPTEMBER 1, 2011

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	When Provided by a Non- Participating
Calendar year deductible <i>(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the deductible)</i>	\$500 per person; \$1,500 maximum per family	\$1,500 per person; \$3,000 maximum per family
Calendar year out-of-pocket maximum on Allowable Charges <i>(only Allowable Charges for Covered Services in Article 3 of this document can be applied toward the out-of-pocket maximum)</i>	\$5,000 per person; \$10,000 maximum per family	None
Overall lifetime maximum benefit	None	None
Hospital		
Inpatient confinement	80% of Allowable Charges after a copayment of \$75 per admission	50% of Allowable Charges after a copayment of \$200 per admission
Outpatient department	80% of Allowable Charges	50% of Allowable Charges
Emergency room	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

Skilled Nursing Facility	80% of Allowable Charges after a copayment of \$75 per admission	50% of Allowable Charges after a copayment of \$200 per admission
Outpatient therapy (physical, respiratory, cardiac & speech)	80% of Allowable Charges	50% of Allowable Charges
Home health care	80% of Allowable Charges	Not covered
Hospice care	80% of Allowable Charges	Not covered

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

Plan Feature	Coverage Amount	
	When Provided by a Participating Provider	When Provided by a Non- Participating
Mental or nervous disorder		
Inpatient confinement	80% of Allowable Charges after a copayment of \$75 per admission	50% of Allowable Charges after a copayment of \$200 per admission
Outpatient services	80% of Allowable Charges	50% of Allowable Charges
Substance abuse treatment		
Inpatient confinement	80% of Allowable Charges after a copayment of \$75 per admission	50% of Allowable Charges after a copayment of \$200 per admission
Outpatient services	80% of Allowable Charges	50% of Allowable Charges
Outpatient diagnostic radiology &	80% of Allowable Charges	50% of Allowable Charges
Radiation therapy, chemotherapy & dialysis treatment	80% of Allowable Charges	50% of Allowable Charges
Physician services		
Office & hospital visits	80% of Allowable Charges	50% of Allowable Charges
Emergency room care	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)	80% of Allowable Charges; 50% of Allowable Charges if it is determined that an Emergency did not exist (refer to Article 1 for the Plan's definition of Emergency)
Surgery	80% of Allowable Charges	50% of Allowable Charges
Anesthesia and its administration	80% of Allowable Charges	50% of Allowable Charges

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

Preventive Care (<i>physical exam, screenings, tests & immunizations as recommended by certain government agencies – refer to the definition of Preventive Care Services in Article 1</i>)	Not subject to the calendar year deductible; 100% of Allowable Charges	Calendar year deductible applies; 50% of Allowable Charges
Dental treatment	Not covered except 80% of Allowable Charges for treatment of Accidental Injury to natural teeth	Not covered except for 50% of Allowable Charges for treatment of Accidental Injury to natural teeth
Chiropractic services	80% of Allowable Charges	50% of Allowable Charges
Pregnancy & childbirth (<i>dependent children are not covered by this benefit</i>)	Covered on the same basis as an illness	Covered on the same basis as an illness
Infertility	80% of Allowable Charges	50% of Allowable Charges
Organ & tissue transplants	Payable on the same basis as any other illness	Payable on the same basis as any other illness
Ambulance service	80% of Allowable Charges	50% of Allowable Charges
Prosthetics & orthotics	80% of Allowable Charges	50% of Allowable Charges
Durable medical equipment	80% of Allowable Charges	50% of Allowable Charges
Hearing aids	No Coverage	No Coverage
Prescription Drug Program (<i>no calendar year deductible applies</i>)	When Dispensed at a Participating Pharmacy	When Dispensed at a Non- Participating Pharmacy
Retail pharmacy (<i>30 day supply limit</i>)	\$10 copayment for a generic drug; \$35 copayment for a non-generic formulary drug; no coverage for non-formulary drugs	Not covered

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

Mail service pharmacy (90 day supply limit)	\$20 copayment for a generic drug; \$70 copayment for a non- generic formulary drug; no coverage for non- formulary drugs	Not covered
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STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

APPENDIX C. UNION PROPOSAL TO ASSUME ADMINISTRATION OF CITY
MEDICAL PLANS (AGREEMENT BETWEEN THE CITY OF STOCKTON AND
THE EMPLOYEE COALITION REPRESENTING ALL CITY UNIONS
INCLUDING THE SPOA)

City Counter Proposal Regarding Union Assumption of Medical Plans

The City is supportive in concept of the unions taking over responsibility for providing medical insurance plan, and pledges its full cooperation in providing the necessary data to permit the Unions to assess the viability of such a plan. Acceptance of the plan by the City shall be subject to the following terms and conditions:

1. Such plan would not be City sponsored and the City would not have any responsibility for such plan including administration of the plan and client services, and unions/vendor will hold city harmless for any actions taken by vendor or union in its management of their plans. The City will pay its contributions for employee insurance coverage as set forth in individual MOUs and remit them to the plan administrator per any administrative agreement. City will process employee's deductions and remit to vendor and such costs of providing this service is part of administrative expense to be paid by union per any agreement as described in #11 below.
2. Plan participants to pay all administrative costs of the plan, including HR support and computer/data transfer/integration.
3. Such plan would include all city employees and eligible retirees. All plan enrollees would have same benefits, plan choices, eligibility, access to the network and premium costs and be treated in the same manner. The only exception would be for over age 65 retirees where plan benefits would be integrated with Medicare.
4. The plan would be fully insured, such that all risks would be borne by the insuring company without the possibility of underfunding the benefit
5. The Unions will not propose CalPERS medical plans.
6. Implementation shall be by January 1, 2013, provided the Unions provide at least 90 days notice to the City.
7. The City will pay all run out claims from the Modified and Original medical plans with respect to any claim incurred prior to January 1, 2013, regardless of when the claim is paid. The City shall make all reasonable efforts to insure that all

STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU
Term: July 1, 2012 – June 30, 2014

claims received are processed timely during the claims run out period. If any funds remain in the ISF fund, the parties will meet to discuss the status of the funds.

8. It is understood that the union plans would stay in effect for at least five years, and the Unions will give the City at least 1 year's notice if they intend to terminate this arrangement. The City may only terminate the agreement with good cause regarding the failure of the plan to provide agreed upon benefits, and with evidence of continuing coverage for affected employees and retirees in the succeeding City sponsored plans. The City makes no commitment to any future arrangement of City administered medical insurance should the union plans be discontinued by the union's actions.
9. The City retains the right to terminate the sponsorship by the unions of any health plan as a result of any legislation that would require the City to provide plans to its employees or pay penalties in lieu of providing such plans, for example, as under the Affordable Care Act or any additional or successor legislation
10. Existing limits on City contributions to medical/dental/vision (agreed or imposed) remain unchanged.
11. It is understood that once the unions obtain quotes for coverage, the parties will meet and confer regarding significant issues regarding the implementation and viability of such plan, including, but not limited to the following:
 - Coverage of "tail" claims: Fully fund all reserves for Incurred but Not Reported and Pended Claims
 - Calculation and method of paying administrative costs;
 - Hold harmless to City for any actions taken by vendor/union coalition;
 - Union plan may discontinue Original Plan benefits for retirees.

The City retains the right to accept or reject any union proposals on a union sponsored plan(s) during meet and confer following union receipt of bids, based upon financial, operational, legal or coverage concerns.



STOCKTON POLICE OFFICERS ASSOCIATION (SPOA) SUCCESSOR MOU

Term: July 1, 2012 – June 30, 2014

IN WITNESS WHEREOF this Memorandum of Understanding was ratified by a membership vote of the Association on December 4, 2012 and by an affirmative vote of the Stockton City Council on December 11, 2012. The SPOA and the City of Stockton have hereto executed this Memorandum of Understanding this 13th day of February, 2013.


For the City of Stockton:


BOB DEIS
City Manager


TERESIA HAASE
Director of Human Resources

Approved as to form:
John Luebberke, City Attorney

By: 


By: 
DANIA TORRES-WONG
Negotiator for the City

ATTEST:
BONNIE PAIGE
CITY CLERK


BONNIE PAIGE
City Clerk



For the Stockton Police Officers Association


KATHRYN NANCE
President


WILLIAM HUTTO
Vice-President


DAVID E. MASTAGNI
Attorney for Association

CITY OF STOCKTON

68

CTY024306

Exhibit B



Retirement Research & Planning Division

California Public Employee Retirement Benefits— Assessing Compensation Changes

April 2014

Introduction

In 2013, the California legislature passed and Governor Jerry Brown signed the Public Employees' Pension Reform Act of 2013 (PEPRA). PEPRA lowers pension benefits for new members of most public retirement systems and requires some public employees to contribute more toward funding their defined benefit (DB) pension plans.

DB plans have been, and continue to be, an important component of public employee compensation. PEPRA changes California public employees' overall compensation by reducing benefits, which should lower employer DB plan contributions.

This paper:

- Explains components of public employee compensation and retirement benefits
- Compares California state and local government salaries and retirement expenditures to other states
- Uses hypothetical scenarios to estimate:
 - » The monetary value of DB plans and Social Security
 - » PEPRA benefit formula impacts

Compensation and retirement benefits

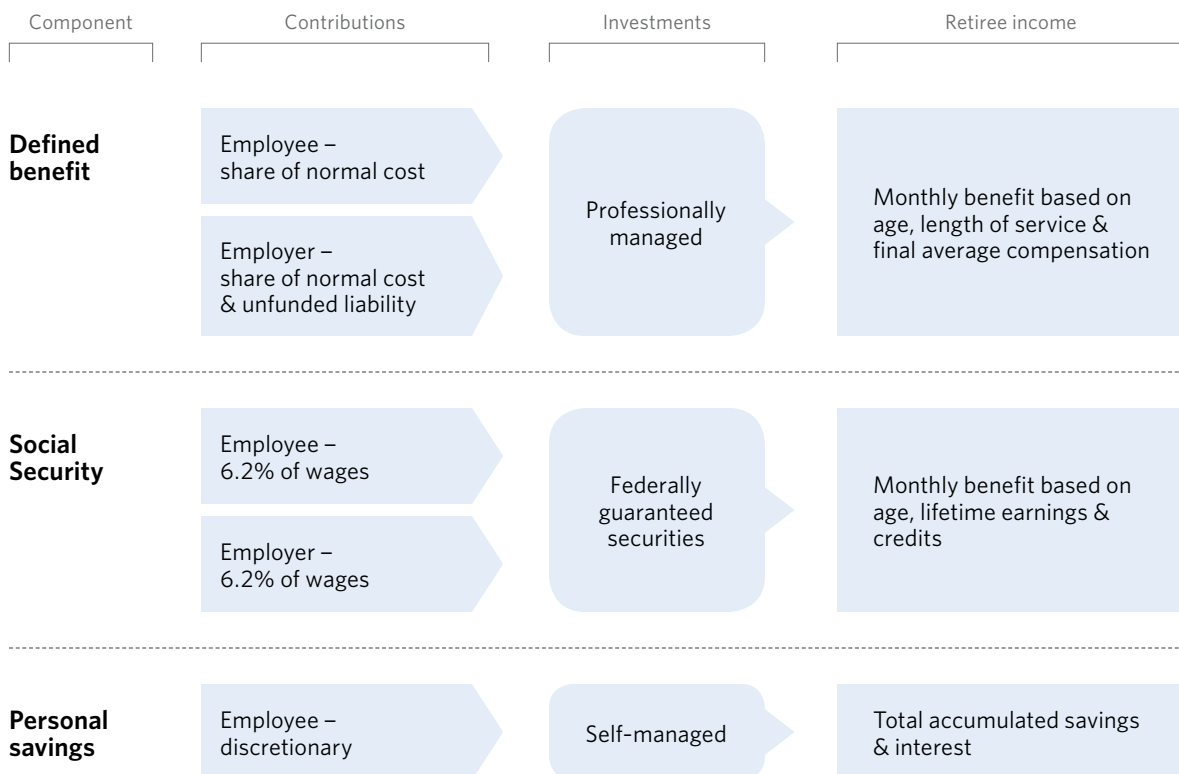
To attract and retain quality employees, government employers balance salaries, pensions and other benefits. While salaries provide immediate compensation, retirement benefits provide deferred compensation. The deferred nature of retirement benefits allows employers to offset present-day salaries by leveraging long-term investment returns for compensation in retirement.

Most state and local government employers provide a DB plan and, in some cases, participate in Social Security to support employee retirement. Typically, both employers and employees contribute to the normal cost¹ of funding a DB plan and, if applicable, the employer is responsible for any unfunded liability. The plan administrator professionally invests contributions and disburses benefit payments (or annuity). The benefit reflects a retirement formula based on age, years of service and average salary over a specific number of years. Under a DB plan, the employer incurs the risk that the collective membership may outlive plan assets (longevity risk) and that plan investments may not meet projected investment returns (investment risk).

Currently, if an employer participates in Social Security, the employer and employee each pay 6.2 percent of wages up to the \$113,700 salary cap (2013). The Social Security Administration invests these payroll taxes in federally guaranteed securities. Upon retirement, participants receive a monthly benefit based on age, lifetime earnings and credits.²

To meet their retirement goals, public employees may augment their DB plan and Social Security with personal savings through defined contribution plans or individual retirement accounts. As with any personal savings, the individual decides how much to contribute and is responsible for managing the investments. At retirement, the employee can access accumulated savings and investment returns.³ When employees rely on personal savings for retirement, they incur longevity and investment risks. Figure 1 shows components of public employee retirement.

Figure 1: Typical public employee retirement components



Comparing government compensation expenditures

To address concerns regarding California state and local government spending on compensation, CalPERS researchers compared state and local government compensation across all states and the District of Columbia. Although compensation can include other benefits such as health insurance, this study focuses only on salary and retirement benefit compensation. Retirement benefit compensation includes only DB plan and Social Security benefits.

State and local government participation in Social Security varies and many offer enhanced DB plans to compensate for lack of participation.⁴ To account for varied Social Security participation and DB plan benefits, this study calculates retirement contributions in total.⁵

CalPERS researchers used U.S. Census Bureau data to estimate government employee compensation (salaries, retirement and total) as a percent of total government expenditures,⁶ by state. Researchers also identified highest and lowest levels of employee compensation spending. The following table summarizes the findings:

Table 1: Estimated percent of total government expenditures

2010 Compensation	All States and District of Columbia			California
	Average	Low	High	
Total Compensation	30.98%	25.09%	39.22%	30.92%
Salaries	27.05%	22.50%	35.21%	26.68%
Retirement (DB plan & Social Security)	3.94%	2.29%	5.50%	4.24%

Comparatively, California state and local government spent 0.06 percent less than the national average on total employee compensation, 0.37 percent less on salaries and 0.30 percent more on retirement benefits. In 2010, California government expenditures supporting public employee compensation were consistent with other states. PEPPRA, however, changes overall compensation by decreasing benefits for new employees and by requiring some employees to contribute toward their DB plan's normal cost.

Scenario assumptions

CalPERS researchers developed hypothetical scenarios using CalPERS Classic and PEPPRA employee benefit formulas and Social Security benefit calculations to compare the monetary value of retirement benefit types and the impact of the PEPPRA formula on benefits. New CalPERS members are PEPPRA employees; others are Classic employees. Although Classic and PEPPRA employee benefits apply to public employees based on date of membership, this

study uses the same membership and retirement dates for a consistent comparison. This study's hypothetical scenarios assume the employees:

- Receive a starting annual salary of \$46,000 in 2013⁷
- Participate in Social Security throughout their working life⁸
- Earn 20 years of CalPERS service credit⁹
- Receive a benefit based on the Miscellaneous Classic or PEPRA formula¹⁰
- Retire on December 31, 2033 at age 62 and one month
- Live to age 82

Monetary value of benefit type

While retirement plans provide social and economic value, this study calculates the monetary value of retirement compensation. To determine the monetary value of CalPERS DB plan and Social Security benefits, this study:

- Uses scenario assumptions to calculate total:
 - » Normal cost contributions
 - » Projected retirement distributions
- Brings total contributions and projected retirement distribution to 2013 dollars¹¹
- Divides the total retirement distribution by the total contribution

This study's hypothetical scenarios show that for every contribution dollar, government employers and public employees will receive an estimated:

- \$3.00 from CalPERS
- \$1.66 from Social Security

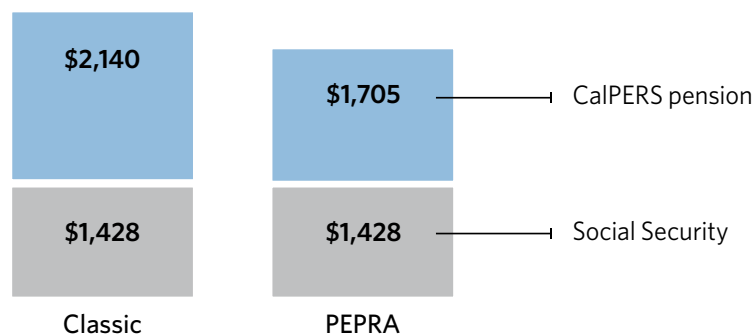
CalPERS exceeds Social Security's monetary value by approximately \$1.34 for every contribution dollar, reflecting CalPERS professional investment management and portfolio diversification.

PEPRA formula impact

PEPRA changes the benefit formula for new public employees and impacts the balance between salaries and retirement benefits. It reduces benefit formulas and increases retirement ages. PEPRA also standardizes California's pension benefits by decreasing the number of DB plan formulas for each employee category.¹² As a result, new employees will receive less in DB plan retirement income than Classic employees who retire at the same age with the same years of service credit.

To estimate PEPRA's impact on new employees, CalPERS researchers entered this study's scenario assumptions into CalPERS and Social Security benefit calculators and converted the results to 2013 dollars. The CalPERS Classic employee would receive an Unmodified Allowance¹³ of \$2,140 per month, while the PEPRA employee would receive \$1,705. In these hypothetical scenarios, both would also receive \$1,428 each month from Social Security. Figure 2 displays the retirement benefit for each employee by benefit formula type.

Figure 2: Monthly retirement allowance (*miscellaneous employees, Unmodified Allowance, 2013 dollars*)



The PEPRA employee would receive \$435 less per month in retirement income than the Classic employee due to the benefit formula changes. PEPRA employees who wish to retire with the same income as Classic employees will need to work longer or save to make up the difference. If they choose to save, they will likely need to save even more than the \$435 monthly retirement income difference because of longevity and investment risks associated with personal savings.

A CalPERS white paper titled, *The Emerging Role of Defined Contribution Plans for California Public Employment*, estimates the PEPRA employee with the same scenario assumptions will need to save \$483 monthly with a 6 percent return on investment or \$682 monthly with a 3 percent return on investment. To compete for quality employees, government employers may find they need to adjust salaries to make up for the reduction in retirement compensation.¹⁴

Conclusions

This study shows that while California government employers spent slightly more on retirement benefits than the national average in 2010, they spent less on overall compensation when considering salaries and retirement benefits. Using hypothetical scenario assumptions for Classic and PEPRAs Miscellaneous employees, researchers found that CalPERS returned approximately \$3.00 for each dollar contributed by employees and employers to the pension fund. This is a result of a DB plan's ability to manage investments professionally and to invest for the long-term.

PEPRA changes compensation by reducing benefits for new public employees and requiring others to pay more of the DB plans' normal costs. CalPERS estimated that a legislative proposal similar to PEPRA might save its plans between \$42 billion and \$55 billion over the next 30 years.¹⁵ The CalPERS PEPRA employee in this study will receive \$435 less per month in retirement income than his or her Classic employee peers. To retire with the same income as their Classic employee peers, PEPRA employees will likely need to save more to mitigate longevity and investment risks.

While PEPRA is projected to decrease California state and local government retirement contributions in the long run, it also decreases employee compensation. Unless government employers adjust total compensation, this could impact their ability to attract and retain quality employees. To stay competitive and support employee retirement security, government employers may consider creative employee compensation strategies and provide employees with opportunities to enhance personal savings so they can meet their retirement goals.

Endnotes

- ¹ The normal cost is the annual cost of active employees' service accrual for the upcoming fiscal year. Required employee contributions are part of the total normal cost. The remaining portion is the employer normal cost. Actuaries view this portion as the long-term employer contribution rate.
- ² According to the Social Security Administration, if you were born in 1929 or later, you need 40 credits to retire. In 2013, participants must have annual covered earnings of \$1,160 to earn one Social Security credit or annual covered earnings of \$4,640 to earn four Social Security credits.
- ³ Distribution rules vary by plan type.
- ⁴ National Association of State Retirement Administrators. *NASRA Issue Brief: State and Local Government Spending on Public Employee Retirement Systems*. May 2013. Web. 5 May 2013.
- ⁵ Researchers determined the approximate percent of government salaries covered by Social Security using the percent estimated in a 2010 Governmental Accountability Office Report. Researchers calculated the Social Security contribution by applying the tax rate to total covered salaries. This study did not take into account the Social Security maximum taxable earnings limit. Therefore, Social Security and retirement costs may be slightly overstated.
- ⁶ According to the U.S. Census Bureau website, expenditures are all amounts of money paid out by a government—net of recoveries and other correcting transactions—other than for retirement of debt, investment in securities, extension of credit, or as agency transactions.
- ⁷ Researchers based starting annual salary on the approximate starting salary of a Staff Services Analyst - Range C (State).
- ⁸ Social Security provides benefits based on an employee's entire working life, regardless of public or private employment.
- ⁹ Researchers assumed 20 years of service based on the average years of service for all service retirements as of June 30, 2012.
- ¹⁰ The Classic Miscellaneous employee formula is 2 percent at age 55 and the PEPRA Miscellaneous employee formula is 2 percent at age 62. In these scenarios, the Classic employee retiring at age 62 has a 2.438 percent benefit factor. The PEPRA employee retiring at age 62 has a 2 percent benefit factor.
- ¹¹ Adjusted contributions and benefit payments to reflect purchasing power in 2013 dollars.
- ¹² PEPRA Miscellaneous employees receive a 2 percent at age 62 benefit formula. PEPRA State Tier II employees receive 1.25 percent at age 67. PEPRA Safety employees receive one of three benefit formulas: 2.7 percent at age 57, 2.5 percent at age 57 or 2 percent at age 57.
- ¹³ The Unmodified Allowance is the highest benefit payable with no optional benefit for a beneficiary upon the member's death.
- ¹⁴ Legislative Analyst's Office. *Public Pension and Retiree Health Benefits: An Initial Response to the Governor's Proposal*. November 2011. Web. 16 May 2013.
- ¹⁵ California Public Employees' Retirement System. *Actuarial Cost Analysis California Public Employees' Pension Reform Act of 2013*. August 2012. Web. 1 May 2013.

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Retirement Research and Planning Division

The Emerging Role of Defined Contribution Plans for California Public Employees

April 2014

Introduction

The Public Employees' Pension Reform Act (PEPRA) of 2013 changes defined benefits for new public employees in the State of California.¹ These new members earn less in defined benefits than Classic employees.² To retire with benefits comparable to Classic employees, PEPRA employees can either work longer or save to augment their defined benefits. The purpose of this paper is to estimate the savings and additional years of service PEPRA employees need to retire with income comparable to Classic employees.

Public employees typically rely on defined benefit (DB) retirement plans as their primary retirement income and defined contribution (DC) retirement plans to supplement that income. Under PEPRA, DC plans may assume a more important role in retirement planning. This paper uses hypothetical CalPERS member scenarios to:

- Estimate PEPRA impacts to DB plan retirement benefits
- Estimate target replacement savings to offset the PEPRA impact
- Estimate monthly DC plan contributions to achieve target replacement savings
- Estimate the number of additional years of service needed to offset PEPRA impacts
- Demonstrate the benefits of sustained long-term savings

Defined benefit and defined contribution plans

DB plans provide guaranteed lifetime retirement benefits. The amount of the benefit reflects a retirement formula which includes a benefit factor based on age at retirement, years of service and highest average salary over a specific number of years. Employer and employee contributions and investment earnings fund DB plans.

DC plans are tax qualified deferred compensation accounts prescribed by Internal Revenue Code.³ DC plans function like individual accounts where the employee, employer or both contribute. Employees determine the amount of contributions and allocate contributions across investment funds.

One key difference between DB and DC plans is which party assumes investment and longevity risks. Longevity risk is the risk that an employee will outlive their savings. Investment risk refers to the chance that investments underperform.

Employers assume DB plan investment and longevity risks. If plan investments do not perform as projected, employers need to contribute more. Normally, employers are legally required to fund benefits throughout the employee's life and, in some cases, throughout the lives of designated beneficiaries.

Employees assume DC plan investment and longevity risks. The savings at retirement depend on contributions and investment returns. Higher contributions and investment returns lead to higher savings, and lower contributions and investment returns lead to lower savings.

Scenario assumptions

PEPRA reduces benefit formulas and increases retirement ages. It also standardizes California DB pension benefits by decreasing the number of DB formulas for Miscellaneous and Safety employees.⁴ As a result, PEPRA employees will receive less in DB retirement benefits than Classic employees retiring at the same age with the same years of service. This study develops four hypothetical employee scenarios using CalPERS Classic and PEPRA benefit assumptions to estimate PEPRA impacts and the savings or additional years of service employees need to mitigate those impacts given the specified retirement age:

1. Miscellaneous employee retiring at age 55
2. Miscellaneous employee retiring at age 62
3. Safety employee retiring at age 50
4. Safety employee retiring at age 57

The hypothetical scenarios assume that both Miscellaneous and Safety employees retire with 20 years of service, a starting salary of \$46,000 and final annual salary of \$92,200.⁵

Figure 1 specifies the benefit factors applied to the four scenarios:

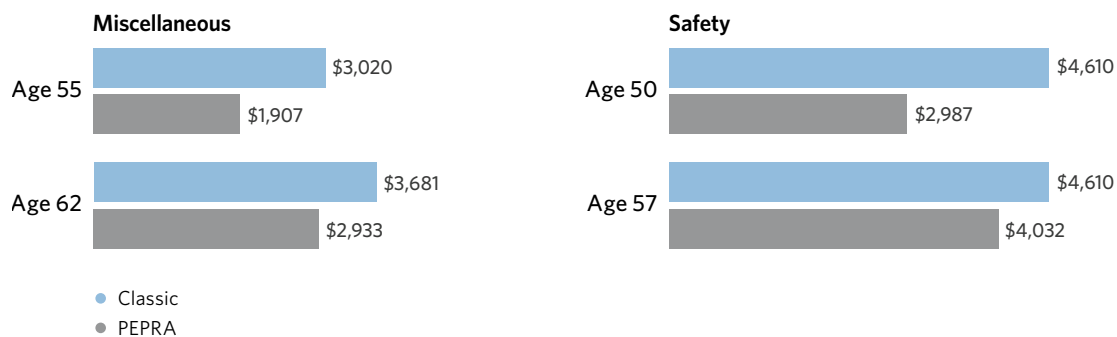
Figure 1: Benefit Factors

	Miscellaneous		Safety	
Retirement Age	55	62	50	57
Classic Factor ⁶	2.00%	2.44%	3.00%	3.00%
PEPRA Factor	1.30%	2.00%	2.00%	2.70%

PEPRA impact

To estimate PEPRA monthly retirement benefit impacts, CalPERS researchers used the scenario assumptions to estimate DB plan benefits at retirement:

Figure 2: Retirement Benefit



PEPRA Miscellaneous employee retirees will receive:

- \$1,113 less per month than Classic employees at age 55
- \$748 less per month than Classic employees at age 62

PEPRA Safety employee retirees will receive:

- \$1,623 less per month than Classic employees at age 50
- \$578 less per month than Classic employees at age 57

PEPRA employees wishing to retire at the same age and with the same monthly income as their Classic employee peers must save to fill the monthly DB plan benefit gap. The gap between Classic and PEPRA monthly retiree benefits decreases as employees age due to varying benefit factor increases. Therefore, employees who wish to retire at a younger age must save more than those who retire later. In the following sections, researchers estimate the overall savings (target replacement savings) and monthly contributions needed to fill the benefit gap for employees in each of the four hypothetical scenarios.

Target replacement savings

Researchers used the “4 Percent Rule” and the PEPRA DB plan retirement benefit gap to calculate the total target replacement savings for the hypothetical scenarios highlighted in this paper. The target replacement savings represents the total savings the PEPRA employees would need to accumulate during their careers to close the retirement benefit gap. Under the 4 Percent Rule, individuals can normally make their savings last throughout retirement by taking an initial 4 percent distribution of their total DC plan balance and increasing this amount for inflation each year. Research studies indicate retirees using the 4 Percent Rule can be 90 to 95 percent confident their savings will last 30 years or more (Reichenstein 10).⁷ The 4 Percent Rule may help mitigate longevity risk. *Figure 3* displays the PEPRA employee target replacement savings estimates:

Figure 3: Replacement Savings

PEPRA Miscellaneous	Retirement Age	Target Replacement Savings
	55	\$334,000
	62	\$224,414
PEPRA Safety	Retirement Age	Target Replacement Savings
	50	\$487,000
	57	\$173,400

PEPRA Miscellaneous employees planning to retire at age 55 will need to save approximately \$110,000 more than those who plan to retire at 62. The difference is even greater for PEPRA Safety employees. Those who retire at 50 will need to save approximately \$314,000 more than those retiring at 57.

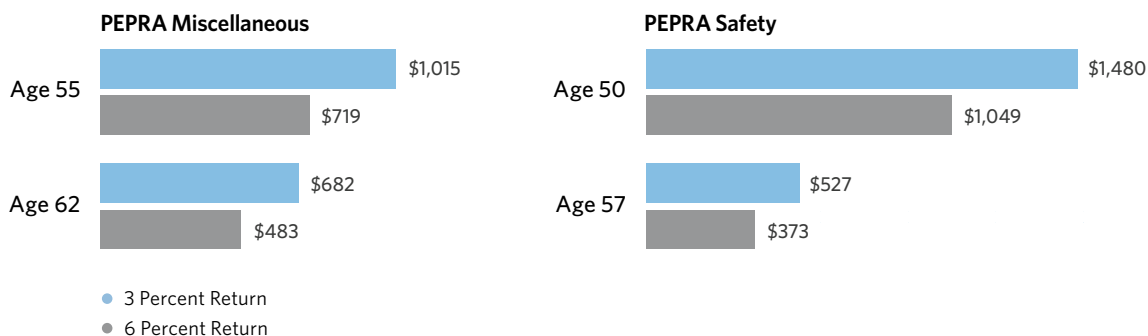
Monthly DC plan contributions

To achieve the target replacement savings, PEPRA employees could contribute to a DC plan throughout their careers. The monthly contributions required to achieve the target replacement savings is dependent on the assumed performance of the DC plan investments. Higher investment returns lead to lower required contributions and lower returns lead to higher required contributions. DC plans have no investment performance guarantee and employees assume all investment risk. Therefore, researchers assumed a range of investment returns to estimate the contributions needed to close the retirement benefit gap for each hypothetical scenario. To demonstrate how much PEPRA employees need to contribute each month to achieve target replacement savings, researchers assumed:

- Investment returns of 3 and 6 percent annually
- Interest compounded monthly
- Consistent savings for 20 years

PEPRA employees who want to retire at 50 (Safety) or 55 (Miscellaneous) will need to contribute more than those retiring at 57 or 62, respectively. *Figure 4* illustrates the monthly DC contributions PEPRA employees would need to achieve the target replacement savings assuming a 3 percent and 6 percent return on investment:

Figure 4: Monthly Contributions



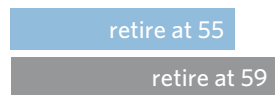
Working longer to offset PEPRA impacts

PEPRA employees can also work longer than Classic employees to close the benefit gap. To estimate how much longer PEPRA employees need to work to achieve Classic employee retirement benefits, researchers increased the retirement age and corresponding benefit factors under the scenario assumptions.⁸ *Figure 5* identifies the additional years of service PEPRA employees need to achieve benefits comparable to Classic employees with 20 years of service under the four scenarios.

Figure 5: Additional Years of Service

Miscellaneous

\$3,020 monthly retirement benefit



\$3,681 monthly retirement benefit



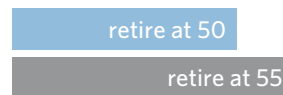
- Classic
- PEPRA

To retire with benefits comparable to Classic employees, PEPRA Miscellaneous employees can work until:

- Age 59 – 4 years longer than Classic employees retiring at age 55
- Age 64.5 – 2.5 years longer than Classic employees retiring at age 62

Safety

\$4,610 monthly retirement benefit



\$4,610 monthly retirement benefit



To retire with benefits comparable to Classic employees, PEPRA Safety employees can work until:

- Age 55 – 5 years longer than Classic employees retiring at age 50
- Age 60 – 3 years longer than Classic employees retiring at age 57

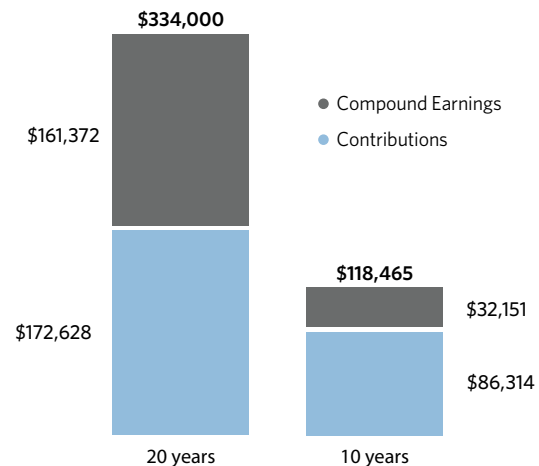
Sustained long-term savings

It is important for individuals who plan to increase DC plan contributions to understand the benefit of sustained long-term savings. Individuals who consistently contribute toward their DC plan throughout their careers may enjoy greater investment returns due to compounding. Compounding occurs when investment interest earnings are reinvested and continue growing over the long-term. DC plans offer an added benefit in that the contributions and compounding are tax-deferred.

To demonstrate the impact of compounding, researchers calculated investment growth for the Miscellaneous PEPRA employee retiring at age 55, assuming a 6 percent annual investment return. *Figure 6* demonstrates the impact of compounding on a \$719 monthly contribution.

After 20 years, the employee contributed \$172,628 and has \$161,372 in compound earnings for a total savings of \$334,000. Compounding makes up 48 percent of the account total. Had this employee put off saving for the first ten years of his or her career, the employee would have contributed \$86,314 and had \$32,151 in compound earnings for a total savings of \$118,465. Compound earnings would make up only 27 percent of the account total. To maximize the benefits of compounding, employees should begin saving early and save consistently throughout their careers.

Figure 6: Total Savings



Conclusion

PEPRA reduces defined benefits for new public employees by increasing the retirement age and changing the benefit factors for Miscellaneous and Safety employees. The hypothetical CalPERS PEPRA employee scenarios in this study demonstrate the need for these employees to save between \$373 and \$1,480 per month throughout their careers or work 2.5 to 5 years longer to retire with the same income as Classic employees.

DC plans provide employees with a savings vehicle to supplement their DB plan retirement benefits and meet their retirement age and savings goals. To mitigate the impact of longevity and investment risk, employees may need more DC plan savings than if the investments were part of a DB plan to achieve the same results.⁹ Therefore, it is important to save consistently over the life of their career. Sustained, long-term savings allows employees to maximize the impact of compounding.

While PEPRA reduces the defined benefits for new public employees, with careful planning and sustained long-term savings in a DC plan, PEPRA employees can retire with the same income as Classic employees. As employees become more aware of the need to save for retirement, DC plans may play a more significant role in retirement planning.

Note to reader

The hypothetical scenarios and assumptions in this paper are for illustrative purposes only and are not a direct endorsement by CalPERS. Final salary, a main component of the benefit calculation, will vary. The assumptions may not represent actual investment performance nor protect against longevity and investment risk. Readers should consider their individual circumstances and risk tolerances and consult with a financial expert to establish their individual retirement plans.

Endnotes

- ¹ PEPRA impacts all California State and local retirement systems, with the exception of charter cities and counties that administer independent retirement systems.
- ² Classic employees also include employees who were members of a public retirement system prior to January 1, 2013, and returned to work for the same public employer or different public employer after a break of less than six months.
- ³ Common types of DC plans include 401(k), 403(b), 457 and individual retirement accounts. These plans often include tax benefits.
- ⁴ PEPRA Miscellaneous employees receive a 2 percent at 62 benefit formula. PEPRA Safety employees receive one of three benefit formulas: 2.7 percent at 57, 2.5 percent at 57 or 2 percent at 57.
- ⁵ The final salary in these scenarios equate to \$53,591 in 2013 dollars. This amount represents the purchasing power of the 2033 salary of \$92,200 in 2013. The final salary is based on approximate starting salary of a Staff Services Analyst Range C (State classification) and is escalated based on Social Security Administration salary inflation rates. The final *average* salary used in the scenarios is based on the single highest year for Classic employees and the three highest years for PEPRA employees as required by the new law.
- The amount used for Miscellaneous employees has been modified for Social Security coverage. Researchers assumed 20 years of service based on the average years of service for all service retirements as of June 30, 2012.
- ⁶ Depending on the employer, membership classification and initial hire date, Classic employee retirement formulas vary. The scenarios use two of the most common formulas: 2 percent at 55 for Miscellaneous employees and 3 percent at 50 for Safety employees.
- ⁷ Four percent withdrawal studies assume an investment portfolio mix of 50 percent equities and 50 percent fixed income. Risk-averse retirees may prefer to use lower withdrawal rates. The 4 percent withdrawal rate is only a guideline.
- ⁸ The corresponding benefit factor for PEPRA Miscellaneous members is 1.7% at age 59 and 2.25% at age 64.5; For PEPRA Safety members, the factor is 2.5% at age 55 and 2.7% at age 60. Classic and PEPRA members have an identical benefit factor of 2.5% at age 67.
- ⁹ Findings from an August 2008 study titled *"A Better Bang for the Buck: The Economic Efficiencies of Defined Benefit Pension Plans"* indicate "that a DB pension plan can offer the same retirement benefit at close to half the cost of a DC retirement savings plan."

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